

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531293

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Presco Polymers, L.P.		02/01/2019	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Presco Polymers Opco, Inc.		
<b>Street Address:</b>	1201 E. Pecan Street		
<b>City:</b>	Sherman		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75090		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5404862	PV PROFLEX VINYLS	
<b>Registration Number:</b>	5296294	PRESCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	615-850-8742		
<b>Email:</b>	trademarkdocket@wallerlaw.com		
<b>Correspondent Name:</b>	Julian L. Bibb IV		
<b>Address Line 1:</b>	c/o Waller Lansden Dortch & Davis, LLP		
<b>Address Line 2:</b>	511 Union Street, Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	034700.95015		
<b>NAME OF SUBMITTER:</b>	Julian L. Bibb IV		
<b>SIGNATURE:</b>	/JULIAN L. BIBB IV/		
<b>DATE SIGNED:</b>	07/10/2019		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT OF SERVICE MARKS, ACCOMPANYING  
REGISTRATIONS AND GOODWILL**

This Assignment of Service Marks and Accompanying Registrations, and Goodwill (this "Assignment") is entered into effective as of February 1, 2019 (the "Effective Date"), by and between **PRESCO POLYMERS, L.P.**, a Delaware limited partnership with offices at 1201 E. Pecan, Sherman, TX ("Assignor"), and **PRESCO POLYMERS OPCO, INC.**, a Delaware corporation, with offices at 1201 E. Pecan, Sherman, TX ("Assignee"), in accordance with the terms of that certain Asset Purchase and Contribution Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Purchase Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, and set over to Assignee, all of Assignor's worldwide rights, title, and interest in and to the service marks identified on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Marks"), the application and registration for the Marks, any renewals or extensions of such registration, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks is used and which is symbolized by the Marks, and the resulting right to recover damages, profits, restitution, and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions, and limitations set forth in the Purchase Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Purchase Agreement, and with respect to matters addressed in the Purchase Agreement but not addressed herein, the parties hereto agree that the terms of the Purchase Agreement shall control.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments, affidavits, declarations, powers of attorney, and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title, and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

**ASSIGNOR:**

**PRESCO POLYMERS, L.P.**

By: James S. Hardy  
Name: James S. Hardy  
Title: President of the General Partner

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

**ASSIGNEE:**

**PRESCO POLYMERS OPCO, INC.**




By:   
Name: G. H. Patten Pettway, Jr.  
Title: Secretary

EXHIBIT A  
TO  
ASSIGNMENT OF SERVICE MARKS,  
ACCOMPANYING REGISTRATIONS  
AND GOODWILL

	MARK	JURISDICTION	SERIAL NO. / REGISTRATION NO.	CLASS	FILING DATE / REGISTRATION DATE
1.	PV Proflex Vinyls 	USA	5404862	40	February 20, 2018
2.	Presco 	USA	5296294	40	September 26, 2017