

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ion Management, LLC		06/10/2019	Limited Liability Company: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Willseal, LLC		
Street Address:	34 Executive Drive		
City:	Hudson		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03051		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3501456	WILLSEAL	
Registration Number:	1072244	WILLSEAL	
CORRESPONDENCE DATA			
Fax Number:	7136581921		
<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>			
Phone:	713-658-2323		
Email:	aterrell@craincaton.com		
Correspondent Name:	James E. Hudson III/ Crain Caton & James		
Address Line 1:	1401 McKinney Street		
Address Line 2:	Suite 1700		
Address Line 4:	Houston, TEXAS 77010-4035		
NAME OF SUBMITTER:	James E. Hudson III		
SIGNATURE:	/James E. Hudson III/		
DATE SIGNED:	07/30/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is by and between Ion Management, LLC, a New Hampshire limited liability company ("Assignor"), and Willseal, LLC, a New Hampshire limited liability company ("Assignee"). Assignor and Assignee may be referred to in this Assignment individually as a "Party" and collectively, as the "Parties."

WHEREAS, Assignor is the owner of certain trademarks set forth on Exhibit A hereto, together with the goodwill of the business associated therewith (collectively, the "Trademarks");

WHEREAS, Assignor desires to transfer all of its right, title, and interest in and to those Trademarks to Assignee; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademarks.

WHEREAS, herein, the term "Closing Date" shall have the meaning set forth in that certain Membership Interest Purchase Agreement by and among affiliates of Assignor and Assignee, on one hand, and Tremco Incorporated, on the other hand (the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, an affiliate of Assignor agreed to transfer all of the membership interests in the business associated with the Trademarks to Assignee, and such business is ongoing; and

NOW, THEREFORE, for the good and valuable consideration set forth herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Trademark Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee, its successors, and permitted assigns forever and exclusively throughout the world, any and all of Assignor's right, title and interest, in and to the Trademarks, together with the goodwill of the business symbolized thereby or associated therewith, and together with a right to sue for and collect on all claims for damages by reason of past, present or future infringement, misappropriation, dilution, or other violation of the Trademarks and all rights to apply for, revive, and maintain all registrations, renewals, and extensions thereof.

2. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the

officials of corresponding entities or agencies in any applicable jurisdiction to record and register this Assignment upon request by Assignee.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the applicable laws of the State of New Hampshire without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable laws of any other jurisdiction other than the applicable laws of the United States of America, where applicable.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Assignment or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

5. Amendment; Waiver. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any Party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the Closing Date.

ASSIGNOR:

ION MANAGEMENT, LLC

By: 

Name: Steven R. Robinson

Title: President & Sole Member

ASSIGNEE:

WILLSEAL, LLC

By: 

Name: Brian J. Iske

Title: President

EXHIBIT A

TRADEMARK	
WILLSEAL	U.S. Registration Number 3501456
WILLSEAL	U.S. Registration Number 1072244
WILLSEAL	New Zealand Registration Number 1013319
WILLSEAL	Community Trademark Registration Number 011685451
WILLSEAL	United Kingdom Registration Number 2657753
WILLSEAL	Unregistered common law rights including in the United States

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