

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537556

<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>
Nucoat, Inc.		08/19/2019	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lubrizol Advanced Materials, Inc.		
<b>Street Address:</b>	9911 Brecksville Road		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44141-3247		
<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>	4087569	PRESSCOAT	
<b>Registration Number:</b>	5176924	THERMACOAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4403475219		
<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>	440 347-2299		
<b>Email:</b>	trademarks@lubrizol.com		
<b>Correspondent Name:</b>	Iken Sans		
<b>Address Line 1:</b>	29400 Lakeland Boulevard		
<b>Address Line 4:</b>	Wickliffe, OHIO 44092		
<b>ATTORNEY DOCKET NUMBER:</b>	8198 NO1500 748023		
<b>NAME OF SUBMITTER:</b>	Andrea A. Zwegat		
<b>SIGNATURE:</b>	/Andrea A. Zwegat/		
<b>DATE SIGNED:</b>	08/21/2019		
<b>Total Attachments: 4</b>			
source=NuCoat - Trademark Assignment#page1.tif			
source=NuCoat - Trademark Assignment#page2.tif			
source=NuCoat - Trademark Assignment#page3.tif			
source=NuCoat - Trademark Assignment#page4.tif			

CH \$65.00 4087569

## TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made this 19<sup>th</sup> day of August 2019 by and between NuCoat, Inc., a Minnesota corporation (“Assignor”), and Lubrizol Advanced Materials, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the “Agreement”) effective as of the date hereof;

WHEREAS, in accordance with the Agreement, Assignor has agreed to execute this Assignment to transfer to Assignee all of Assignor’s right, title and interest in and to the trademarks listed on the attached Schedule A (“Trademarks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties, Assignor and Assignee agree as follows.

1. Assignment. Assignor hereby assigns, sells, transfers, and conveys to Assignee its entire and undivided right, title and interest in and to the Trademarks, together with all the goodwill associated therewith, as well as all of its rights to injunctive relief, damages or profits, due or accrued, arising out of all causes of action, past and future, for infringement or other violation of the Trademarks, or any other violation or injury to the goodwill associated with the Trademarks and the right to sue for and recover the same in its own name and that of its successors and/or assigns.

2. Definitions. Unless otherwise defined herein, terms capitalized and used herein will be defined as they are defined in the Agreement.

3. Governing Law. This Assignment shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware without regard to choice of law principles.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

5. Amendments. This Assignment shall not be amended, modified, or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

*[Remainder of Page Intentionally Left Blank – Signature Pages Follow]*

IN WITNESS WHEREOF, this Trademark Assignment is executed as of the date  
first set forth above.

**ASSIGNOR**

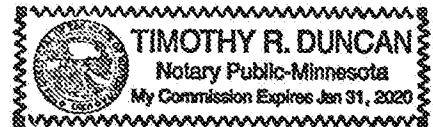
NUCOAT, INC.

*[Signature]*  
Signature  
Jodi Schwendemann  
Print Name  
President  
Title

Subscribed and sworn to before me this \_\_\_\_  
day of August 2019 by the undersigned notary  
public.

Signature: *[Signature]*  
Name: Timothy R. Duncan

[Notary Seal]



**ASSIGNEE**

LUBRIZOL ADVANCED MATERIALS, INC.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_  
day of August 2019 by the undersigned notary  
public.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

[Notary Seal]

IN WITNESS WHEREOF, this Trademark Assignment is executed as of the date first set forth above.

**ASSIGNOR**

NUCOAT, INC.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of August 2019 by the undersigned notary public.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

[Notary Seal]

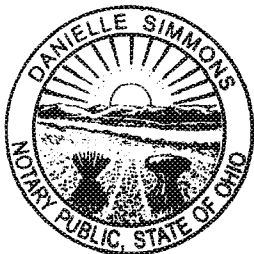
**ASSIGNEE**

LUBRIZOL ADVANCED MATERIALS, INC.

*Anthony M. Smith*  
\_\_\_\_\_  
Signature  
*Anthony M. Smith*  
\_\_\_\_\_  
Print Name  
*Secretary*  
\_\_\_\_\_  
Title

Subscribed and sworn to before me this 19th day of August 2019 by the undersigned notary public.

Signature: *Danielle Simmons*  
Name: *Danielle Simmons*



**DANIELLE [SIMMONS]**  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires  
March 24, 2024

**SCHEDULE A**

<b>MARK</b>	<b>COUNTRY NAME</b>	<b>STATUS</b>	<b>REGISTRA TION NUMBER</b>	<b>REGISTERED OWNER</b>
Presscoat	United States	Registered	4087569	NuCoat, Inc.
Thermacoat	United States	Registered	5176924	NuCoat, Inc.