TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM540715

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IdeaPaint, Inc.		09/13/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ICP Construction, Inc.		
Street Address: 150 Dascomb Road			
City:	Andover		
State/Country: MASSACHUSETTS			
Postal Code:	01810		
Entity Type:	Corporation: MASSACHUSETTS		

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3594601	IDEAPAINT
Registration Number:	4883906	IDEAPAINT
Registration Number:	5079166	IDEAPAINT SWEEP
Registration Number:	5780470	POWERED BY IDEAPAINT!
Registration Number:	5780469	POWERED BY IDEAPAINT!
Registration Number:	4200821	THAT
Registration Number:	4200820	THIS
Serial Number:	88189906	POWERED BY IDEAPAINT!
Serial Number:	88189891	POWERED BY IDEAPAINT!
Serial Number:	85947241	BRAINSWARMING
Serial Number:	87229427	COMPLETERASE
Serial Number:	77779434	CRE-8
Serial Number:	77981592	CRE-8
Serial Number:	87171104	HUB
Serial Number:	77547504	IDEAPAINT
Serial Number:	85800394	LEAVE YOUR MARK

CORRESPONDENCE DATA

TRADEMARK REEL: 006744 FRAME: 0028

900515000

Fax Number: 6124927077

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.

Phone: 6124927707

Email: enewby@fredlaw.com
Correspondent Name: Emma Newby, Paralegal

Address Line 1: 200 South 6th St

Address Line 2: Suite 4000

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Emma Newby
SIGNATURE:	/Emma Newby/
DATE SIGNED:	09/13/2019

Total Attachments: 39

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made and entered into effective as of September 13, 2019, by and between IdeaPaint, Inc., a Delaware corporation, with an office at 1 Beacon Street, Boston, Massachusetts, United States 02109 ("Assignor"), and ICP Construction, Inc., a Massachusetts corporation, with an address at 150 Dascomb Road, Andover, Massachusetts, United States 01810 ("Assignee").

Pursuant to Asset Purchase Agreement dated as of the same date hereof ("<u>Purchase Agreement</u>"), Assignor has agreed to assign to Assignee all of its rights, title and interest in certain unregistered and registered intellectual property used in Assignee's Business, including without limitation the intellectual property set forth on <u>Exhibit A</u> (collectively, the "<u>Business IP</u>"), and to execute and deliver this IP Assignment Agreement, and the recordable assignments attached hereto as <u>Exhibit B</u> and <u>Exhibit C</u>, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor's right, title and interest in and to the Business IP, together with the goodwill of the business connected with the use of, and symbolized by, the Business IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including the following:
 - a) the patents set forth on **Exhibit A** and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
 - b) all (i) trademark registrations and applications set forth on $\underline{Exhibit\ A}$, (ii) the unregistered trademarks set forth on $\underline{Exhibit\ A}$, and (iii) trademarks underlying the trademark registrations and applications set forth on $\underline{Exhibit\ A}$;
 - c) all (i) copyright registrations and application for copyright registration set forth on Exhibit A, (ii) copyrights in the works of authorship underlying the copyright registrations and applications set forth on Exhibit A, (iii) issuances, extensions and renewals of any such registrations and applications, and (iv) all of Assignor's right, title and interest in and to all copies and other tangible embodiments of the works of authorship underlying the copyright registrations and applications set forth on Exhibit A in all languages and in any form or medium now hereafter known or developed;
 - d) all domain names, websites, and any content set forth on **Exhibit A**;

- e) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Moral Rights</u>. To the extent that any rights of paternity, integrity, attribution, disclosure, withdrawal, and any other rights that may be known as "moral rights" ("<u>Moral Rights</u>") are vested in Assignor as an author of any of the works of authorship assigned under this IP Assignment Agreement, Assignor hereby absolutely and irrevocably waives, in favor of Assignee, to the extent permitted by applicable law, any and all claims Assignor may now or hereafter have in any jurisdiction to all such Moral Rights in relation to such works of authorship.
- Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance, to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Business IP to Assignee, or any assignee or successor thereto. These actions may include, but are not limited to, promptly (i) unlocking the domain name(s) and providing the authorization code for the domain name(s) to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain name(s) to Assignee.
- 4. <u>Successors and Assigns</u>. This IP Assignment Agreement will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.
- 5. <u>Counterparts</u>. This IP Assignment Agreement 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. A signed copy of this IP Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment Agreement.
- 6. <u>Severability</u>. If any term or provision of this IP Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall

not affect the enforceability of any other term or provision of this IP Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

- 7. <u>Controlling Terms</u>. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. Any capitalized terms not otherwise defined herein shall have their meanings as set forth in the Purchase Agreement.
- 8. Governing Law. This IP Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). The parties irrevocably submit to the jurisdiction of the courts of the State of Delaware and the United States District Court located in Delaware in any action arising out of or relating to this IP Assignment Agreement, and hereby irrevocably agree that all claims in respect of such action shall be heard and determined in such state or federal court. Each of the parties hereby irrevocably waives all right to trial by jury in any action or counterclaim arising out of or relating to this IP Assignment Agreement.

[Signature Page Follows]

	as duly executed and delivered this IP Assignment
Agreement as of the date first written above.	
	Assignor:
	IDEAPAINT, INC.

Name: Dennis Baldwin Its: Authorized Officer

AGREED TO AND ACCEPTED:

Assignee:

ICP CONSTRUCTION, INC.

Name: Douglas Mattscheck Its: Chief Executive Officer

IN WITNESS WHEREOF, Assignor	has e	duly	executed	and	delivered	this IP	Assignment
Agreement as of the date first written above.							
		Assi	gnor:				

IDEAPAINT, INC.

Name:
Its:

AGREED TO AND ACCEPTED:

Assignee:

ICP CONSTRUCTION, INC.

Name: Douglas Mattscheck Its: Chief Executive Officer

EXHIBIT A

Intellectual Property

U.S. Patents:

Patent No.	Filing Date	Title	Assignee	Status
9,056,519	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS	IDEAPAINT,	Issued
		FOR WRITABLE-ERASABLE SURFACES	INC.	
9,227,459	06-15-2015	AMBIENT CURE SOLVENT-BASED COATINGS	IDEAPAINT,	Issued
		FOR WRITABLE-ERASABLE SURFACES	INC.	
8,309,653	01-09-2009	AMBIENT CURE WATER-BASED COATINGS FOR	IDEAPAINT,	Issued
		WRITABLE-ERASABLE SURFACES	INC.	
8,686,091	10-04-2012	AMBIENT CURE WATER-BASED COATINGS FOR	IDEAPAINT,	Issued
		WRITABLE-ERASABLE SURFACES	INC.	
9,493,675	09-18-2014	CLEAR SILOXANE-BASED WRITE-ERASE	IDEAPAINT,	Issued
		COATING WITH LOW VOLATILE ORGANIC	INC.	
		CHARACTER		
D822,108	06-08-2017	DRY ERASE BOARD	IDEAPAINT,	Issued
			INC.	
D822,109	06-08-2017	DRY ERASE BOARD PIVOTED TO A TABLE	IDEAPAINT,	Issued
			INC.	
9,493,029	07-15-2014	LOW VOLATILE ORGANIC COMPONENT DRY	IDEAPAINT,	Issued
		ERASE SILOXANE-BASED COATINGS	INC.	

U.S. Patent Applications:

App. No.	Filing Date	Title	Assignee	Status
16/301,981	11-15-2018	DRY-ERASE	IDEAPAINT,	Published
		COMPOSITIONS AND	INC.	
		METHODS OF MAKING		
		AND USING THEREOF		
16/006,636	06-12-2018	SYSTEM, APPARATUS AND	IDEAPAINT,	Published
		METHODS FOR A MOBILE	INC.	
		PIVOTABLE DRY ERASE		
		BOARD		
61/082,029	07-18-2008	AMBIENT CURE SOLVENT-	IDEAPAINT,	Expired
		BASED COATINGS FOR	INC.	
		WRITABLE-ERASABLE		
		SURFACES		
61/612,918	03-19-2012	CLEAR SILOXANE-BASED	IDEAPAINT,	Expired
ĺ		WRITE-ERASE COATING	INC.	
		WITH LOW VOLATILE		
		ORGANIC CHARACTER		
62/339,523	05-20-2016	DRY-ERASE	IDEAPAINT,	Expired
		COMPOSITIONS AND	INC.	
		METHODS OF MAKING		
		AND USING THEREOF		

App. No.	Filing Date	Title	Assignee	Status
61/589,291	01-20-2012	LOW VOLATILE ORGANIC	IDEAPAINT,	Expired
		COMPONENT DRY ERASE	INC.	
		SILOXANE-BASED		
		COATINGS		
61/443,033	02-15-2011	SILOXANE BASED	IDEAPAINT,	Expired
		COATING FOR WRITABLE-	INC.	
		ERASABLE SURFACES		
62/518,527	06-12-2017	SYSTEM, APPARATUS AND	IDEAPAINT,	Expired
		METHODS FOR A MOBILE	INC.	
		PIVOTABLE DRY ERASE		
		BOARD		
61/331,501	05-05-2010	WRITABLE-ERASABLE	IDEAPAINT,	Expired
		SURFACES	INC.	
13/645,192	10-04-2012	SILOXANE BASED	IDEAPAINT,	Abandoned
		COATINGS FOR	INC.	
		WRITABLE-ERASABLE		
		SURFACES		
13/397,461	02-15-2012	SILOXANE BASED	IDEAPAINT,	Abandoned
		COATINGS FOR	INC.	
		WRITABLE-ERASABLE		
		SURFACES		
13/101,832	05-05-2011	WRITABLE-ERASABLE	IDEAPAINT,	Abandoned
		SURFACES	INC.	

Foreign Patents:

Country	Patent No.	Filing Date	Title	Owner	Status
AU	2013235798	01-21- 2013	CLEAR SILOXANE-BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Issued
AU	2013209470	01-21- 2013	LOW VOLATILE ORGANIC COMPONENT DRY ERASE SILOXANE- BASED COATINGS	IDEAPAINT, INC.	Issued
MX	336823	07-17- 2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Issued
MX	310778	01-07- 2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Issued
AU	2010200029	01-05- 2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Expired
CA	2689732	01-04- 2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Expired
JP	5669213	07-17- 2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Expired

Country	Patent No.	Filing	Title	Owner	Status
		Date			
RU	2520454	12-30-	AMBIENT CURE WATER-BASED	IDEAPAINT,	Expired
		2009	COATINGS FOR WRITABLE-	INC.	
			ERASABLE SURFACES		
SG	163487	01-04-	AMBIENT CURE WATER-BASED	IDEAPAINT,	Expired
		2010	COATINGS FOR WRITABLE-	INC.	
			ERASABLE SURFACES		
SG	178001	01-04-	AMBIENT CURE WATER-BASED	IDEAPAINT,	Expired
		2010	COATINGS FOR WRITABLE-	INC.	
			ERASABLE SURFACES		

Foreign Patent Applications:

Country	App. No.	Filing Date	Title	Owner	Status
AU	2017268409	05-19-2017	DRY-ERASE	IDEAPAINT,	Published
			COMPOSITIONS	INC.	
			AND METHODS OF		
			MAKING AND		
			USING THEREOF		
CA	2867941	01-21-2013	SILOXANE-BASED	IDEAPAINT,	Published
			DRY ERASE	INC.	
			COATINGS WITH		
			LOW VOLATILE		
			ORGANIC		
	2024524	07.40.201=	CHARACTER		
CA	3024534	05-19-2017	DRY-ERASE	IDEAPAINT,	Published
			COMPOSITIONS	INC.	
			AND METHODS OF		
			MAKING AND		
C 4	20/2012	01 21 2012	USING THEREOF	IDE A DA INIT	Deale Perker d
CA	2862013	01-21-2013	LOW VOLATILE ORGANIC	IDEAPAINT, INC.	Published
			COMPONENT DRY	INC.	
			ERASE SILOXANE-		
			BASED COATINGS		
EP	13765022.2	01-21-2013	CLEAR SILOXANE-	IDEAPAINT,	Published
	13703022.2	01-21-2013	BASED WRITE-	INC.	1 donsiled
			ERASE COATING	nic.	
			WITH LOW		
			VOLATILE		
			ORGANIC		
			CHARACTER		
EP	17800211.9	05-19-2017	DRY-ERASE	IDEAPAINT,	Published
			COMPOSITIONS	INC.	
			AND METHODS OF		
			MAKING AND		
			USING THEREOF		
EP	13738034.1	01-21-2013	LOW VOLATILE	IDEAPAINT,	Published
			ORGANIC	INC.	
			COMPOMEMT		

Country	App. No.	Filing Date	Title	Owner	Status
			DRY ERASE SILOXANE-BASED COATINGS		
НК	15100997.6	01-29-2015	CLEAR SILOXANE- BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Published
НК	14111970.5	1-27-2014	LOW VOLATILE ORGANIC COMPONENT DRY ERASE SILOXANE- BASED COATINGS	IDEAPAINT, INC.	Published
MX	MX/a/2014/011250	01-21-2013	CLEAR SILOXANE- BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Published
MX	MX/a/2014/008760	01-21-2013	LOW VOLATILE ORGANIC COMPONENT DRY ERASE SILOXANE- BASED COATINGS	IDEAPAINT, INC.	Published
WO	PCT/US2009/050976	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Expired
WO	PCT/US2007/073524	07-13-2007	COATINGS HAVING WRITABLE- ERASABLE SURFACES AND METHODS OF MAKING THE SAME	IDEA PAINT INC.	Expired
WO	PCT/US2013/022429	01-21-2013	CLEAR SILOXANE- BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Expired
WO	PCT/US2017/033465	05-19-2017	DRY-ERASE COMPOSITIONS	IDEAPAINT, INC.	Expired

Country	App. No.	Filing Date	Title	Owner	Status
			AND METHODS OF MAKING AND USING THEREOF		
WO	PCT/US2013/022428	01-21-2013	LOW VOLATILE ORGANIC COMPOMEMT DRY ERASE SILOXANE-BASED COATINGS	IDEAPAINT, INC.	Expired
WO	PCT/US2011/035396	05-05-2011	WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Expired
WO	PCT/US2017/037052	06-12	MAGNETIC PAINT COATINGS AND SURFACES	IDEAPAINT, INC.	Expired
AU	2009270809	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
CA	2731219	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
CN	200980136576	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
CN	201010149092	01-11-2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
ЕР	09798800.0	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
ЕР	10150298.7	01-08-2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE	IDEAPAINT, INC.	Abandoned

Country	App. No.	Filing Date	Title	Owner	Status
			SURFACES		
НК	11101754.1	02-23-2011	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE-	IDEAPAINT, INC.	Abandoned
			ERASABLE SURFACES		
НК	11111360.6	10-21-2011	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
IN	1155/CHENP/2011	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
IN	43/DEL/2010	01-07-2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
JP	2010003121	01-08-2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
JP	2015248368	12-21-2015	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
JP	2015501669	01-21-2013	CLEAR SILOXANE- BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Abandoned
JP	2014553505	01-21-2013	LOW VOLATILE ORGANIC COMPOMEMT DRY ERASE SILOXANE-BASED COATINGS	IDEAPAINT, INC.	Abandoned

Country	App. No.	Filing Date	Title	Owner	Status
KR	20117003271	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
KR	1020100001949	01-08-2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
SG	2011003167	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
SG	10201500083W	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
SG	11201405907S	01-21-2013	CLEAR SILOXANE- BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Abandoned
SG	11201404209T	01-21-2013	LOW VOLATILE ORGANIC COMPONENT DRY ERASE SILOXANE- BASED COATINGS	IDEAPAINT, INC.	Abandoned
VN	1-2011-00426	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
VN	1-2010-00047	01-08-2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned

Trademark Applications/Registrations:

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country / State	Owner	Status
IDEAPAINT SWEEP	RN: 1751530 AN: 1751530	February 10, 2016	February 10, 2016	Australi a	IDEAPAIN T, INC.	Registered
IDEAPAINT	RN: 1288992 AN: 1288992	February 12, 2009	February 12, 2009	Australi a (Design ated country of Int'l Reg. No. 993910)	IDEAPAIN T, INC.	Registered
IDEAPAINT	RN: TMA772000 AN: 1427676	February 12, 2009	July 15, 2010	Canada	IDEAPAIN T, INC.	Registered
IDEAPAINT SWEEP	AN: 1767122	February 9, 2016		Canada	IDEAPAIN T, INC.	Pending
	RN: 29148151 AN: 29148151	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered
	RN: 29148153 AN: 29148153	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered
	RN: 29148152 AN: 29148152	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered
IDEAPAINT	RN: 29148160 AN: 29148160	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered
ideapaint	RN: 29148165 AN: 29148165	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered
ideopaint	RN: 29148157 AN: 29148157	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country / State	Owner	Status
IDEAPAINT	RN: 29148161 AN: 29148161	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered
IDEAPAINT	RN: 29148159 AN: 29148159	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered
waspoint	RN: 29148155 AN: 29148155	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered
ideopoint	RN: 29148164 AN: 29148164	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered
ideapaint	RN: 29148156 AN: 29148156	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered
a P sdeapaint	RN: 29148163 AN: 29148163	February 6, 2018	December 28, 2018	China	IDEAPAIN T, INC.	Registered
	AN: 29148154 RN: 29148154	February 6, 2018	March 7, 2019	China	IDEAPAIN T, INC.	Pending
is coboint	AN: 29148158	February 6, 2018		China	IDEAPAIN T, INC.	Pending
	AN: 29148166	February 6, 2018		China	IDEAPAIN T, INC.	Pending
IDEAPAINT	AN: 29148162	February 6, 2018		China	IDEAPAIN T, INC.	Pending
IDEAPAINT SWEEP	RN: 015094816 AN: 015094816	February 10, 2016	June 8, 2016	Europea n Union	IDEAPAIN T, INC.	Registered
IDEAPAINT	RN: MP-993910 AN: 72/2010	January 11, 2010	February 12, 2009	Iceland	IDEAPAIN T, INC.	Registered
IDEAPAINT	RN: 1284221	January 9,	June 28,	India	IDEAPAIN	Registered

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country / State	Owner	Status
	AN: 1906803	2010	2016		T, INC.	
IDEAPAINT	RN: 993910		February 12, 2009	International – Madrid designating the followin g countries, including subsequent designations: Australia, Switzerland, China, European Union, Iceland, Japan, Korea, Norway, Russia, Singapore and Vietnam.	IDEAPAIN T, INC.	Registered
IDEAPAINT	AN: M990071	February 13, 2009		Mexico	IDEAPAIN T, INC.	Abandoned
IDEAPAINT	AN: M1423144	October 16, 2013		Mexico	IDEAPAIN T, INC.	Abandoned
IDEAPAINT	RN: 974312 AN: 974312	March 18, 2013	September 19, 2013	New Zealand	IDEAPAIN T, INC.	Registered
IDEAPAINT	RN: T1000238H AN: T1000238H	December 10, 2009	March 16, 2010	Singapo re	IDEAPAIN T, INC.	Registered

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country / State	Owner	Status
IDEAPAINT	RN: 3594601 SN: 77547512	August 14, 2008	March 24, 2009	U.S.	IDEAPAIN T, INC.	Registered
ideopaint	RN: 4883906 SN: 86350452	July 28, 2014	January 12, 2016	U.S.	IDEAPAIN T, INC.	Registered
IDEAPAINT SWEEP	RN: 5079166 SN: 86721272	August 11, 2015	November 8, 2016	U.S.	IDEAPAIN T, INC.	Registered
	RN: 5780470 SN: 88189898	November 12, 2018	June 18, 2019	U.S.	IDEAPAIN T, INC.	Registered
Summer in the legicity of the Marie Stranger	RN: 5780469 SN: 88189895	November 12, 2018	June 18, 2019	U.S.	IDEAPAIN T, INC.	Registered
THAT	RN: 4200821 SN: 85336971	June 2, 2011	September 4, 2012	U.S.	IDEAPAIN T, INC.	Registered
THIS	RN: 4200820 SN: 85336967	June 2, 2011	September 4, 2012	U.S.	IDEAPAIN T, INC.	Registered
Powered by ideapoint	SN: 88189906	November 12, 2018		U.S.	IDEAPAIN T, INC.	Pending
	SN: 88189891	November 12, 2018		U.S.	IDEAPAIN T, INC.	Pending
BRAINSWARMING	SN: 85947241	May 31, 2013		U.S.	IDEAPAIN T, INC.	Cancelled
COMPLETERASE	SN: 87229427	November 8, 2016		U.S.	IDEAPAIN T, INC.	Cancelled
CRE-8	SN: 77779434	July 13, 2009		U.S.	IDEAPAIN T, INC.	Cancelled

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country / State	Owner	Status
CRE-8	RN: 3959416 SN: 77981592	July 13, 2009	May 10, 2011	U.S.	IDEAPAIN T, INC.	Cancelled
нив	SN: 87171104	September 14, 2016		U.S.	IDEAPAIN T, INC.	Cancelled
IdeaPaint	RN: 3594600 SN: 77547504	August 14, 2008	March 24, 2009	U.S.	IDEAPAIN T, INC.	Cancelled
LEAVE YOUR MARK	SN: 85800394	December 12, 2012		U.S.	IDEAPAIN T, INC.	Cancelled

Chinese Registered Copyrights:

Title	Country	Filing Date	Registration No.	Registration
				Date
COPR: IdeaPaint Logo (b&w) CN	China	30-Apr-2018	2018-F-00557589	04-Jun-2018
COPR: IdeaPaint Logo (color) CN	China	30-Apr-2018	2018-F-00557588	04-Jun-2018

Domain Names:

Domain Name	Status	Registrar	Expiration Date	Registrant
ideapaint.com	Registered	Network Solutions, LLC	12/18/2022	IdeaPaint, Inc.
ideapaint.ae	Registered	MARCARIA	06/05/2020	IdeaPaint, Inc.
ideapaint.asia	Registered	Marcaria.com International, Inc.	04/14/2020	IdeaPaint, Inc.
ideapaint.ca	Registered	Go Daddy Domains Canada, Inc	04/18/2020	IdeaPaint, Inc.
idea-paint.cl	Registered	GoDaddy.com, LLC	08/18/2021	IdeaPaint, Inc.
ideapaint.co.nz	Registered	GoDaddy.com, LLC	12/16/2019	IdeaPaint, Inc.
ideapaint.co.za	Registered	GoDaddy.com, LLC	12/16/2019	IdeaPaint, Inc.
ideapaint.com	Registered	Network Solutions, LLC	12/18/2022	IdeaPaint, Inc.
ideapaint.net	Registered	Network Solutions, LLC	06/25/2020	IdeaPaint, Inc.
ideapaint.com.pe	Registered	GoDaddy.com, LLC	12/16/2019	IdeaPaint, Inc.
ideapaint.eu	Registered	EURid	12/12/2019	IdeaPaint, Inc.

Domain Name	Status	Registrar	Expiration Date	Registrant
ideapaint.global	Registered	GoDaddy.com, LLC	12/16/2024	IdeaPaint, Inc.
ideapaint.in	Registered	Endurance Domains Technology LLP	12/05/2019	IdeaPaint, Inc.
ideapaint.ie	Registered	Marcaria.com	04/18/2020	IdeaPaint, Inc.
ideapaint.it	Registered	Marcaria.com EU limited	04/15/2020	IdeaPaint, Inc.
ideapaint.org.uk	Registered	GoDaddy.com, LLP	12/16/2019	IdeaPaint, Inc.
ideapaint.pe	Registered	GoDaddy.com, LLC	12/16/2019	IdeaPaint, Inc.
ideapaint.si	Registered	DHH.si d.o.o.	06/06/2020	IdeaPaint, Inc.
ideapaint.nz	Registered	Marcaria.com International Inc.	01/10/2020	IdeaPaint, Inc.
ideapaint.vn	Registered	Marcaria	04/29/2018	IdeaPaint, Inc.
ideapaintglobal.ca	Registered	Go Daddy Domains Canada, Inc	12/16/2024	IdeaPaint, Inc.
ideapaintglobal.cl	Registered	GoDaddy.com, LLC	08/18/2021	IdeaPaint, Inc.
ideapaintglobal.co	Registered	GoDaddy.com, LLC	07/13/2021	IdeaPaint, Inc.
ideapaintglobal.co.uk	Registered	GoDaddy.com, LLP	02/02/2020	IdeaPaint, Inc.
ideapaintglobal.com	Registered	GoDaddy.com, LLC	12/16/2024	IdeaPaint, Inc.
ideapaintglobal.com.au	Registered	GoDaddy.com LLC	12/19/2020	IdeaPaint, Inc.
ideapaintglobal.info	Registered	GoDaddy.com, LLC	07/14/2021	IdeaPaint, Inc.
ideapaintglobal.international	Registered	GoDaddy.com, LLC	07/14/2020	IdeaPaint, Inc.
ideapaintglobal.net.au	Registered	GoDaddy.com LLC	12/19/2020	IdeaPaint, Inc.
ideapaintglobal.nl	Registered	GoDaddy.com, LLC	12/16/2019	IdeaPaint, Inc.
ideapaintglobal.org	Registered	GoDaddy.com, LLC	07/14/2020	IdeaPaint, Inc.
ideapaintglobal.uk	Registered	GoDaddy.com, LLP	12/16/2019	IdeaPaint, Inc.
ideapaintglobal.us	Registered	GoDaddy.com, LLC	07/13/2021	IdeaPaint, Inc.
ideapaintmagnetic.co.uk	Registered	GoDaddy.com, LLP	10/03/2020	IdeaPaint, Inc.
ideapaint.jp	Registered	Unknown	02/29/2020	IdeaPaint, Inc.
crayolacolor.com	Registered	GoDaddy.com, LLC	02/23/2020	IdeaPaint, Inc.
crayolacolor.info	Registered	GoDaddy.com, LLC	02/23/2020	IdeaPaint, Inc.
crayolacolor.net	Registered	GoDaddy.com, LLC	02/23/2020	IdeaPaint, Inc.
crayolacolor.org	Registered	GoDaddy.com, LLC	02/23/2020	IdeaPaint, Inc.
crayoladryerase.com	Registered	GoDaddy.com, LLC	10/26/2020	IdeaPaint, Inc.
crayoladryerasewallpaint.com	Registered	GoDaddy.com, LLC	10/26/2020	IdeaPaint, Inc.
crayolaideapaint.com	Registered	GoDaddy.com, LLC	03/10/2020	IdeaPaint, Inc.
crayolaideapaint.info	Registered	GoDaddy.com, LLC	03/10/2020	IdeaPaint, Inc.
crayolaideapaint.net	Registered	GoDaddy.com, LLC	03/10/2020	IdeaPaint, Inc.
crayolaideapaint.org	Registered	GoDaddy.com, LLC	03/10/2020	IdeaPaint, Inc.
crayolapaint.com	Registered	GoDaddy.com, LLC	02/23/2020	IdeaPaint, Inc.
crayolapaint.info	Registered	GoDaddy.com, LLC	02/23/2020	IdeaPaint, Inc.
crayolapaint.net	Registered	GoDaddy.com, LLC	02/23/2020	IdeaPaint, Inc.
crayolapaint.org	Registered	GoDaddy.com, LLC	02/23/2020	IdeaPaint, Inc.
crayolapaint.us	Registered	GoDaddy.com, LLC	02/22/2020	IdeaPaint, Inc.
crayolapainthome.com	Registered	GoDaddy.com, LLC	02/23/2020	IdeaPaint, Inc.
crayolawallpaint.com	Registered	GoDaddy.com, LLC	10/26/2020	IdeaPaint, Inc.
ideapaintcrayola.com	Registered	GoDaddy.com, LLC	03/17/2020	IdeaPaint, Inc.

Domain Name	Status	Registrar	Expiration Date	Registrant
ideapaintcrayola.info	Registered	GoDaddy.com, LLC	03/17/2020	IdeaPaint, Inc.
ideapaintcrayola.net	Registered	GoDaddy.com, LLC	03/17/2020	IdeaPaint, Inc.
ideapaintcrayola.org	Registered	GoDaddy.com, LLC	03/17/2020	IdeaPaint, Inc.
ideapaint.company	Registered	GoDaddy.com, LLC	07/14/2021	IdeaPaint, Inc.
ideapaint.us	Registered	GoDaddy.com, LLC	07/13/2021	IdeaPaint, Inc.
ideapaint.xxx	Registered	GoDaddy.com, LLC	07/14/2020	IdeaPaint, Inc.
ideapaintmagnetic.com	Registered	GoDaddy.com, LLC	10/03/2019	IdeaPaint, Inc.
ideaspaint.com	Registered	GoDaddy.com, LLC	11/13/2019	IdeaPaint, Inc.
idplookbook.com	Registered	Tucows Domains	01/05/2020	IdeaPaint, Inc.
		Inc.		

Social Media Accounts:

- a. Facebook: https://www.facebook.com/IdeaPaint/
- b. LinkedIn: https://www.linkedin.com/company/ideapaint/
- c. Instagram: https://instagram.com/ideapaint/
- d. Twitter: https://twitter.com/IdeaPaint
- e. Pinterest: https://pinterest.com/ideapaint/
- f. Vimeo: https://vimeo.com/ideapaint
- g. Youtube: https://youtube.com/ideapaint

Product Formulas (Trade Secrets):

- a. IdeaPaint: PRO White
- b. IdeaPaint: PRO Clear
- c. IdeaPaint: Crayola #9 Clear
- d. IdeaPaint: CREATE Clear
- e. IdeaPaint: CREATE White
- f. IdeaPaint: CREATE FREE Clear
- g. IdeaPaint: Magnetic Primer

Software:

None.

Unregistered Trademarks:

None.

EXHIBIT B PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "<u>Assignment</u>") is made and entered into effective as of September 13, 2019, by and between IdeaPaint, Inc., a Delaware corporation, with an office at 1 Beacon Street, Boston, Massachusetts, United States 02109 ("<u>Assignor</u>"), and ICP Construction, Inc., a Massachusetts corporation, with an address at 150 Dascomb Road, Andover, Massachusetts, United States 01810 ("Assignee").

WHEREAS Assignor and Assignee are parties to the IP Assignment Agreement, dated as of the same date hereof (the "IP Assignment Agreement"), whereby Assignor has agreed to assign the patents and patent applications set forth on Attachment A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following, (the "<u>Patents</u>"):
 - a) the Patents set forth on <u>Attachment A</u> hereto, to each U.S. and foreign patent application and patent to which the Patents claim priority, in whole or in part, and that claim priority, in whole or in part, to the Patents, and to the inventions described or claimed in the Patents, and all issuances, divisions, continuations-in-part, reissues, extensions, reexaminations and renewals thereof; and any United States or foreign patents that may issue with respect to the inventions described or claimed in the Patents;
 - b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments,

powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the assigned Patents to Assignee, or any assignee or successor thereto.

- 3. <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS	VHEREOF, Assignor has executed this Patent Assignment as of the	date
first written above.		

Assignor:

IDEAPAINT, INC.

Name: Dennis Baldwin
Its: Authorized Officer

AGREED TO AND ACCEPTED:

Assignee:

ICP CONSTRUCTION, INC.

Name: Douglas Mattscheck Its: Chief Executive Officer

IN WITNESS WHEREOF, Assignor first written above.	or has executed this Patent Assignment as of the date
	Assignor:
	IDEAPAINT, INC.
	Name:
	lts:
AGREED TO AND ACCEPTED:	
	Assignee:
	ICP CONSTRUCTION, INC.
	Jank Matket
	Name: Douglas Mattscheck

Its: Chief Executive Officer

ATTACHMENT A TO PATENT ASSIGNMENT

U.S. Patents:

Patent No.	Filing Date	Title	Assignee	Status
9,056,519	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS	IDEAPAINT,	Issued
		FOR WRITABLE-ERASABLE SURFACES	INC.	
9,227,459	06-15-2015	AMBIENT CURE SOLVENT-BASED COATINGS	IDEAPAINT,	Issued
		FOR WRITABLE-ERASABLE SURFACES	INC.	
8,309,653	01-09-2009	AMBIENT CURE WATER-BASED COATINGS FOR	IDEAPAINT,	Issued
		WRITABLE-ERASABLE SURFACES	INC.	
8,686,091	10-04-2012	AMBIENT CURE WATER-BASED COATINGS FOR	IDEAPAINT,	Issued
		WRITABLE-ERASABLE SURFACES	INC.	
9,493,675	09-18-2014	CLEAR SILOXANE-BASED WRITE-ERASE	IDEAPAINT,	Issued
		COATING WITH LOW VOLATILE ORGANIC	INC.	
		CHARACTER		
D822,108	06-08-2017	DRY ERASE BOARD	IDEAPAINT,	Issued
			INC.	
D822,109	06-08-2017	DRY ERASE BOARD PIVOTED TO A TABLE	IDEAPAINT,	Issued
			INC.	
9,493,029	07-15-2014	LOW VOLATILE ORGANIC COMPONENT DRY	IDEAPAINT,	Issued
		ERASE SILOXANE-BASED COATINGS	INC.	

U.S. Patent Applications:

App. No.	Filing Date	Title	Assignee	Status
16/301,981	11-15-2018	DRY-ERASE	IDEAPAINT,	Published
		COMPOSITIONS AND	INC.	
		METHODS OF MAKING		
		AND USING THEREOF		
16/006,636	06-12-2018	SYSTEM, APPARATUS AND	IDEAPAINT,	Published
		METHODS FOR A MOBILE	INC.	
		PIVOTABLE DRY ERASE		
		BOARD		
61/082,029	07-18-2008	AMBIENT CURE SOLVENT-	IDEAPAINT,	Expired
		BASED COATINGS FOR	INC.	
		WRITABLE-ERASABLE		
		SURFACES		
61/612,918	03-19-2012	CLEAR SILOXANE-BASED	IDEAPAINT,	Expired
		WRITE-ERASE COATING	INC.	
		WITH LOW VOLATILE		
		ORGANIC CHARACTER		
62/339,523	05-20-2016	DRY-ERASE	IDEAPAINT,	Expired
		COMPOSITIONS AND	INC.	
		METHODS OF MAKING		
		AND USING THEREOF		

App. No.	Filing Date	Title	Assignee	Status
61/589,291	01-20-2012	LOW VOLATILE ORGANIC	IDEAPAINT,	Expired
		COMPONENT DRY ERASE	INC.	
		SILOXANE-BASED		
		COATINGS		
61/443,033	02-15-2011	SILOXANE BASED	IDEAPAINT,	Expired
		COATING FOR WRITABLE-	INC.	
		ERASABLE SURFACES		
62/518,527	06-12-2017	SYSTEM, APPARATUS AND	IDEAPAINT,	Expired
		METHODS FOR A MOBILE	INC.	
		PIVOTABLE DRY ERASE		
		BOARD		
61/331,501	05-05-2010	WRITABLE-ERASABLE	IDEAPAINT,	Expired
		SURFACES	INC.	
13/645,192	10-04-2012	SILOXANE BASED	IDEAPAINT,	Abandoned
		COATINGS FOR	INC.	
		WRITABLE-ERASABLE		
		SURFACES		
13/397,461	02-15-2012	SILOXANE BASED	IDEAPAINT,	Abandoned
		COATINGS FOR	INC.	
		WRITABLE-ERASABLE		
		SURFACES		
13/101,832	05-05-2011	WRITABLE-ERASABLE	IDEAPAINT,	Abandoned
		SURFACES	INC.	

Foreign Patents:

Country	Patent No.	Filing Date	Title	Owner	Status
AU	2013235798	01-21- 2013	CLEAR SILOXANE-BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Issued
AU	2013209470	01-21- 2013	LOW VOLATILE ORGANIC COMPONENT DRY ERASE SILOXANE- BASED COATINGS	IDEAPAINT, INC.	Issued
MX	336823	07-17- 2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Issued
MX	310778	01-07- 2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Issued
AU	2010200029	01-05- 2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Expired
CA	2689732	01-04- 2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Expired
JP	5669213	07-17- 2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Expired

Country	Patent No.	Filing	Title	Owner	Status
		Date			
RU	2520454	12-30-	AMBIENT CURE WATER-BASED	IDEAPAINT,	Expired
		2009	COATINGS FOR WRITABLE-	INC.	
			ERASABLE SURFACES		
SG	163487	01-04-	AMBIENT CURE WATER-BASED	IDEAPAINT,	Expired
		2010	COATINGS FOR WRITABLE-	INC.	
			ERASABLE SURFACES		
SG	178001	01-04-	AMBIENT CURE WATER-BASED	IDEAPAINT,	Expired
		2010	COATINGS FOR WRITABLE-	INC.	
			ERASABLE SURFACES		

Foreign Patent Applications:

Country	App. No.	Filing Date	Title	Owner	Status
AU	2017268409	05-19-2017	DRY-ERASE COMPOSITIONS AND METHODS OF MAKING AND USING THEREOF	IDEAPAINT, INC.	Published
CA	2867941	01-21-2013	SILOXANE-BASED DRY ERASE COATINGS WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Published
CA	3024534	05-19-2017	DRY-ERASE COMPOSITIONS AND METHODS OF MAKING AND USING THEREOF	IDEAPAINT, INC.	Published
CA	2862013	01-21-2013	LOW VOLATILE ORGANIC COMPONENT DRY ERASE SILOXANE- BASED COATINGS	IDEAPAINT, INC.	Published
EP	13765022.2	01-21-2013	CLEAR SILOXANE- BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Published
ЕР	17800211.9	05-19-2017	DRY-ERASE COMPOSITIONS AND METHODS OF MAKING AND USING THEREOF	IDEAPAINT, INC.	Published
EP	13738034.1	01-21-2013	LOW VOLATILE ORGANIC COMPOMEMT	IDEAPAINT, INC.	Published

Country	App. No.	Filing Date	Title	Owner	Status
			DRY ERASE SILOXANE-BASED COATINGS		
НК	15100997.6	01-29-2015	CLEAR SILOXANE- BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Published
НК	14111970.5	1-27-2014	LOW VOLATILE ORGANIC COMPONENT DRY ERASE SILOXANE- BASED COATINGS	IDEAPAINT, INC.	Published
MX	MX/a/2014/011250	01-21-2013	CLEAR SILOXANE- BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Published
MX	MX/a/2014/008760	01-21-2013	LOW VOLATILE ORGANIC COMPONENT DRY ERASE SILOXANE- BASED COATINGS	IDEAPAINT, INC.	Published
WO	PCT/US2009/050976	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Expired
WO	PCT/US2007/073524	07-13-2007	COATINGS HAVING WRITABLE- ERASABLE SURFACES AND METHODS OF MAKING THE SAME	IDEA PAINT INC.	Expired
WO	PCT/US2013/022429	01-21-2013	CLEAR SILOXANE- BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Expired
WO	PCT/US2017/033465	05-19-2017	DRY-ERASE COMPOSITIONS	IDEAPAINT, INC.	Expired

Country	App. No.	Filing Date	Title	Owner	Status
		_	AND METHODS OF MAKING AND USING THEREOF		
WO	PCT/US2013/022428	01-21-2013	LOW VOLATILE ORGANIC COMPOMEMT DRY ERASE SILOXANE-BASED COATINGS	IDEAPAINT, INC.	Expired
WO	PCT/US2011/035396	05-05-2011	WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Expired
WO	PCT/US2017/037052	06-12	MAGNETIC PAINT COATINGS AND SURFACES	IDEAPAINT, INC.	Expired
AU	2009270809	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
CA	2731219	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
CN	200980136576	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
CN	201010149092	01-11-2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
ЕР	09798800.0	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
EP	10150298.7	01-08-2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE	IDEAPAINT, INC.	Abandoned

Country	App. No.	Filing Date	Title	Owner	Status
			SURFACES		
HK	11101754.1	02-23-2011	AMBIENT CURE	IDEAPAINT,	Abandoned
			WATER-BASED	INC.	
			COATINGS FOR		
			WRITABLE-		
			ERASABLE		
			SURFACES		
HK	11111360.6	10-21-2011	AMBIENT CURE	IDEAPAINT,	Abandoned
			WATER-BASED	INC.	
			COATINGS FOR		
			WRITABLE-		
			ERASABLE		
			SURFACES		
IN	1155/CHENP/2011	07-17-2009	AMBIENT CURE	IDEAPAINT,	Abandoned
			SOLVENT-BASED	INC.	
			COATINGS FOR		
			WRITABLE-		
			ERASABLE		
			SURFACES		
IN	43/DEL/2010	01-07-2010	AMBIENT CURE	IDEAPAINT,	Abandoned
			WATER-BASED	INC.	
			COATINGS FOR		
			WRITABLE-		
			ERASABLE		
			SURFACES		
JP	2010003121	01-08-2010	AMBIENT CURE	IDEAPAINT,	Abandoned
			WATER-BASED	INC.	
			COATINGS FOR		
			WRITABLE-		
			ERASABLE		
			SURFACES		
JP	2015248368	12-21-2015	AMBIENT CURE	IDEAPAINT,	Abandoned
			WATER-BASED	INC.	
			COATINGS FOR		
			WRITABLE-		
			ERASABLE		
			SURFACES		
JP	2015501669	01-21-2013	CLEAR SILOXANE-	IDEAPAINT,	Abandoned
			BASED WRITE-	INC.	
			ERASE COATING		
			WITH LOW		
			VOLATILE		
			ORGANIC		
			CHARACTER		
JP	2014553505	01-21-2013	LOW VOLATILE	IDEAPAINT,	Abandoned
			ORGANIC	INC.	
			COMPOMEMT		
			DRY ERASE		
			SILOXANE-BASED		
			COATINGS		

Country	App. No.	Filing Date	Title	Owner	Status
KR	20117003271	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
KR	1020100001949	01-08-2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
SG	2011003167	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
SG	10201500083W	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
SG	11201405907S	01-21-2013	CLEAR SILOXANE- BASED WRITE- ERASE COATING WITH LOW VOLATILE ORGANIC CHARACTER	IDEAPAINT, INC.	Abandoned
SG	11201404209T	01-21-2013	LOW VOLATILE ORGANIC COMPONENT DRY ERASE SILOXANE- BASED COATINGS	IDEAPAINT, INC.	Abandoned
VN	1-2011-00426	07-17-2009	AMBIENT CURE SOLVENT-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned
VN	1-2010-00047	01-08-2010	AMBIENT CURE WATER-BASED COATINGS FOR WRITABLE- ERASABLE SURFACES	IDEAPAINT, INC.	Abandoned

EXHIBIT C TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made and entered into effective as of September 13, 2019, by and between IdeaPaint, Inc., a Delaware corporation, with an office at 1 Beacon Street, Boston, Massachusetts, United States 02109 ("<u>Assignor</u>"), and ICP Construction, Inc., a Massachusetts corporation, with an address at 150 Dascomb Road, Andover, Massachusetts, United States 01810 ("Assignee").

Assignor and Assignee are parties to the IP Assignment Agreement dated as of the same date hereof (the "IP Assignment Agreement"), whereby Assignor has agreed to assign the trademarks and trademark registrations set forth on Attachment A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

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

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:
 - a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on <u>Attachment A</u> hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on <u>Attachment A</u>, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. 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 jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable

request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto. Assignee agrees and acknowledges that to the best of its knowledge the recordal of this Assignment will not cause confusion amongst the public.

- 3. <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS	WHEREOF,	Assignor has	executed	this	Trademark	Assignment	as	of the
date first written above	2.							

Assignor:

IDEAPAINT, INC.

Name: Dennis Baldwin
Its: Authorized Officer

AGREED TO AND ACCEPTED:

Assignee:

ICP CONSTRUCTION, INC.

Name: Douglas Mattscheck Its: Chief Executive Officer

date first written above.	
	Assignor:
	IDEAPAINT, INC.
	Name:
	Its:
AGREED TO AND ACCEPTED:	
	Assignee:

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the

Name: Douglas Mattscheck Its: Chief Executive Officer

ICP CONSTRUCTION, INC.

ATTACHMENT A TO TRADEMARK ASSIGNMENT

Trademark Applications/Registrations:

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country/ State	Owner	Status
IDEAPAINT SWEEP	RN: 1751530 AN: 1751530	February 10, 2016	February 10, 2016	Australia	IDEAPAINT, INC.	Registered
IDEAPAINT	RN: 1288992 AN: 1288992	February 12, 2009	February 12, 2009	Australia (Designate d country of Int'l Reg. No. 993910)	IDEAPAINT, INC.	Registered
IDEAPAINT	RN: TMA772000 AN: 1427676	February 12, 2009	July 15, 2010	Canada	IDEAPAINT, INC.	Registered
IDEAPAINT SWEEP	AN: 1767122	February 9, 2016		Canada	IDEAPAINT, INC.	Pending
	RN: 29148151 AN: 29148151	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered
	RN: 29148153 AN: 29148153	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered
	RN: 29148152 AN: 29148152	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered
IDEAPAINT	RN: 29148160 AN: 29148160	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered
ideopoint	RN: 29148165 AN: 29148165	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered
	RN: 29148157 AN: 29148157	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country/ State	Owner	Status
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IDEAPAINT	RN: 29148161 AN: 29148161	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered
IDEAPAINT	RN: 29148159 AN: 29148159	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered
sascous Million	RN: 29148155 AN: 29148155	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered
ideapoint	RN: 29148164 AN: 29148164	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered
iósobaint	RN: 29148156 AN: 29148156	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered
	RN: 29148163 AN: 29148163	February 6, 2018	December 28, 2018	China	IDEAPAINT, INC.	Registered
	AN: 29148154 RN: 29148154	February 6, 2018	March 7, 2019	China	IDEAPAINT, INC.	Pending
ideopaint	AN: 29148158	February 6, 2018		China	IDEAPAINT, INC.	Pending
deopoint	AN: 29148166	February 6, 2018		China	IDEAPAINT, INC.	Pending
IDEAPAINT	AN: 29148162	February 6, 2018		China	IDEAPAINT, INC.	Pending
IDEAPAINT SWEEP	RN: 015094816 AN: 015094816	February 10, 2016	June 8, 2016	European Union	IDEAPAINT, INC.	Registered
IDEAPAINT	RN: MP-	January 11, 2010	February 12,	Iceland	IDEAPAINT,	Registered

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country/ State	Owner	Status
	993910 AN: 72/2010		2009		INC.	
IDEAPAINT	RN: 1284221 AN: 1906803	January 9, 2010	June 28, 2016	India	IDEAPAINT, INC.	Registered
IDEAPAINT	RN: 993910		February 12, 2009	Internation al – Madrid designatin g the following countries, including subsequen t designatio ns: Australia, Switzerlan d, China, European Union, Iceland, Japan, Korea, Norway, Russia, Singapore and Vietnam.	IDEAPAINT, INC.	Registered
IDEAPAINT	AN: M990071	February 13, 2009		Mexico	IDEAPAINT, INC.	Abandoned
IDEAPAINT	AN: M1423144	October 16, 2013		Mexico	IDEAPAINT, INC.	Abandoned
IDEAPAINT	RN: 974312 AN: 974312	March 18, 2013	September 19, 2013	New Zealand	IDEAPAINT, INC.	Registered
IDEAPAINT	RN: T1000238H AN: T1000238H	December 10, 2009	March 16, 2010	Singapore	IDEAPAINT, INC.	Registered

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country/ State	Owner	Status
IDEAPAINT	RN: 3594601 SN: 77547512	August 14, 2008	March 24, 2009	U.S.	IDEAPAINT, INC.	Registered
D Ideopoint	RN: 4883906 SN: 86350452	July 28, 2014	January 12, 2016	U.S.	IDEAPAINT, INC.	Registered
IDEAPAINT SWEEP	RN: 5079166 SN: 86721272	August 11, 2015	November 8, 2016	U.S.	IDEAPAINT, INC.	Registered
	RN: 5780470 SN: 88189898	November 12, 2018	June 18, 2019	U.S.	IDEAPAINT, INC.	Registered
Source to address to the	RN: 5780469 SN: 88189895	November 12, 2018	June 18, 2019	U.S.	IDEAPAINT, INC.	Registered
THAT	RN: 4200821 SN: 85336971	June 2, 2011	September 4, 2012	U.S.	IDEAPAINT, INC.	Registered
THIS	RN: 4200820 SN: 85336967	June 2, 2011	September 4, 2012	U.S.	IDEAPAINT, INC.	Registered
Forecess By Ideapaint	SN: 88189906	November 12, 2018		U.S.	IDEAPAINT, INC.	Pending
	SN: 88189891	November 12, 2018		U.S.	IDEAPAINT, INC.	Pending
BRAINSWARMING	SN: 85947241	May 31, 2013		U.S.	IDEAPAINT, INC.	Cancelled
COMPLETERASE	SN: 87229427	November 8, 2016		U.S.	IDEAPAINT, INC.	Cancelled
CRE-8	SN: 77779434	July 13, 2009		U.S.	IDEAPAINT, INC.	Cancelled
CRE-8	RN: 3959416	July 13, 2009	May 10, 2011	U.S.	IDEAPAINT,	Cancelled

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country/ State	Owner	Status
	SN: 77981592				INC.	
HUB	SN: 87171104	September 14, 2016		U.S.	IDEAPAINT, INC.	Cancelled
IdeaPaint	RN: 3594600 SN: 77547504	August 14, 2008	March 24, 2009	U.S.	IDEAPAINT, INC.	Cancelled
LEAVE YOUR MARK	SN: 85800394	December 12, 2012		U.S.	IDEAPAINT, INC.	Cancelled

RECORDED: 09/13/2019