

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541346

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|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Eco Chemical, Inc. | | 09/09/2019 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | U.C Coatings, LLC | | |
| Street Address: | 2250 Fillmore Avenue | | |
| City: | Buffalo | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 14214 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5082831 | ECO CHEMICAL | |
| Registration Number: | 5051488 | ECO CHEMICAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2165790212 | | |
| <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: | 216-586-3939 | | |
| Email: | ahaugen@jonesday.com, pcyngier@jonesday.com | | |
| Correspondent Name: | Allison L. Haugen | | |
| Address Line 1: | 901 Lakeside Avenue | | |
| Address Line 2: | Jones Day | | |
| Address Line 4: | Cleveland, OHIO 44114-1190 | | |
| ATTORNEY DOCKET NUMBER: | 600328-675009 | | |
| NAME OF SUBMITTER: | Allison L. Haugen | | |
| SIGNATURE: | /Allison L. Haugen/ | | |
| DATE SIGNED: | 09/18/2019 | | |
| Total Attachments: 5 | | | |
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Inc#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is made on September 9, 2019 between Eco Chemical, Inc., a Washington corporation (“*Assignor*”), and U.C Coatings, LLC, a Delaware limited liability company (“*Assignee*”), pursuant to an Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and among Assignor, Assignee and the Shareholders (as defined in the Purchase Agreement). Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in, to the United States trademark registrations listed on **Schedule A** hereto or that otherwise constitute a “Purchased Asset” under the Purchase Agreement (collectively, the “*Marks*”), and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement, the Marks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to the terms and conditions of the Purchase Agreement, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor’s right, title and interest in, to and with respect to the following:
 - a. the Marks;
 - b. all common law rights and goodwill associated with the Marks; and
 - c. the right to sue and recover damages for any and all past, present or future infringement of the Marks.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Assignee hereby accepts the assignment and conveyance of the Marks and their associated goodwill.

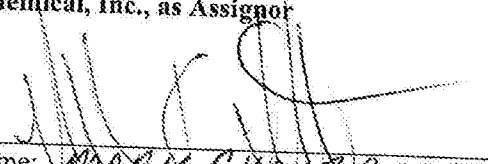
6. This Assignment may be executed in two or more counterparts (including by facsimile or electronic transmission), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

[Signatures on the Following Page.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Eco Chemical, Inc., as Assignor

By: 
Name: MARK CHERRET
Title: PRESIDENT

U.C Coatings, LLC, as Assignee

By: _____
Name: Jeffrey M. Goodrich
Title: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Eco Chemical, Inc., as Assignor

By: _____
Name:
Title:

U.C Coatings, LLC, as Assignee

By:  _____
Name: Jeffrey M. Goodrich
Title: President


[Signature Page to Trademark Assignment]

NAI-1508685380

TRADEMARK
REEL: 006747 FRAME: 0808

SCHEDULE A

The Marks

| MARK | APPLN NO. | FILED | REGN NO. | REGN DATE | OWNER | STATUS |
|---|------------------|--------------|-----------------|------------------|--------------------|---------------|
| ECO CHEMICAL  | 86524787 | 2/4/15 | 5082831 | 11/15/16 | Eco Chemical, Inc. | Registered |
| ECO CHEMICAL | 86524056 | 2/4/15 | 5051488 | 9/27/16 | Eco Chemical, Inc. | Registered |
| ECO WOOD STAIN | 86524440 | 2/4/15 | | | Eco Chemical, Inc. | Abandoned |
| ECO STAIN | 86524193 | 2/4/15 | | | Eco Chemical, Inc. | Abandoned |
| ECO COATINGS | 86824170 | 2/4/15 | | | Eco Chemical, Inc. | Abandoned |
| ECOCENTRIC | 86524082 | 2/4/15 | | | Eco Chemical, Inc. | Abandoned |