

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548985

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Whittier Trust Company of Nevada, Inc., as Trustee of The Quist Family Trust		07/12/2019	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Polytek Development Corp.		
<b>Street Address:</b>	55 Hilton Street		
<b>City:</b>	Easton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18048		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4772379	STONE COAT COUNTERTOPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<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>	2163634677		
<b>Email:</b>	dpoirier@beneschlaw.com		
<b>Correspondent Name:</b>	Duncan H. Poirier		
<b>Address Line 1:</b>	Benesch Friedlander Coplan & Aronoff LLP		
<b>Address Line 2:</b>	200 Public Square, Suite 2300		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	48535-2		
<b>NAME OF SUBMITTER:</b>	Duncan H. Poirier		
<b>SIGNATURE:</b>	/Duncan H. Poirier/		
<b>DATE SIGNED:</b>	11/11/2019		
<b>Total Attachments: 5</b>			
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## CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (the "Trademark Assignment"), dated July 12, 2019 (the "Effective Date"), is entered into by and between The Whittier Trust Company of Nevada, Inc., as Trustee of "The Quist Family Trust," maintaining its principal place of business at 100 W. Liberty St., Suite 890, Reno, Nevada 89501 ("Assignor"), and Polytek Development Corp., a New Jersey corporation maintaining a principal place of business at 55 Hilton Street, Easton, Pennsylvania 18048 ("Assignee"). This Trademark Assignment is being executed pursuant to an Asset Purchase Agreement dated of even date herewith, by and among the Assignor, Assignee, Kathryn Quist, and Michael Quist (the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Trademark Assignment shall have the meanings assigned to them in the Purchase Agreement.

### STATEMENT OF FACTS

Assignor is the owner of all rights, title, and interests in the trademarks set forth in the attached Schedule A (the "Marks").

Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor's rights, title, and interests in and to the Marks.

The parties have entered into the Purchase Agreement in which, among other things, Assignor agreed to assign all its intellectual property rights in certain assets, including the Marks, to Assignee, and this Trademark Assignment is entered into in confirmation of and pursuant to the terms of the Purchase Agreement.

### AGREEMENT

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

The Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee hereby accepts, the Assignor's entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Marks, together with all the associated goodwill of its business symbolized by the Marks, and all applications and registrations of the Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Marks, including infringement of the Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee's own name; provided that, with respect to United States intent-to-use trademark applications set forth in Schedule A, the transfer of such applications accompanies the transfer of the Assignor's business, or portion of the business to which the intent-to-use trademark application pertains, and that business is ongoing and existing.

The Assignor will provide to the Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance, and do all acts and take such further action, including the execution, acknowledgment and delivery of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Trademark Assignment.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

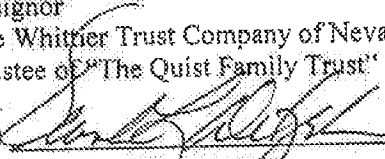
All matters relating to the interpretation, construction, validity and enforcement of this Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

Whenever possible, each provision of this Trademark Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Trademark Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trademark Assignment. The background recitals form a material part of this Trademark Assignment.

This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Assignment by facsimile transmission or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

[remainder of page intentionally left blank]


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

	<p>Assignor The Whittier Trust Company of Nevada, Inc., as Trustee of "The Quist Family Trust"</p> <p>By:  (seal)</p> <p><b>EXECUTIVE</b> Title: <b>VICE PRESIDENT</b></p>
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	<p>Assignee Polytek Development Corp.</p> <p>By: _____ (seal) Jonathan Kane, CEO</p>
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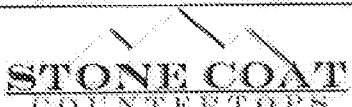
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

	<p>Assignor The Whittier Trust Company of Nevada, Inc., as Trustee of "The Quist Family Trust"</p> <p>By: _____ (seal)</p> <p>Title:</p>
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	<p>Assignee Polytek Development Corp.</p> <p>By:  _____ (seal) Jonathan Kane, CEO</p>
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SCHEDULE A

## Marks

	Serial Number	Registration Number	Mark	Registration Date
<b>REGISTRATIONS</b>				
US	86447988	4772379		7/14/2015
<b>COMMON LAW MARKS</b>				
			STONE COAT	
			STONE COAT COUNTERTOPS	
				
			CRAFT COAT	
			PROJECT EPOXY	
			ALL SCC METALLIC COLORS AND BASE TINTS	
			SCC ART COAT	
			ARTISAN SUMMIT	
			SCC LIQUID SMOOTH	
			SCC POLISHING COMPOUND	
			SCC QUICK COAT	
			SCC CASTING RESIN	
			SCC CHOP BRUSH	
			SCC COUNTERTOPS EPOXY	
			SCC FLOORING KIT	
			SCC FLOORING PATCH KIT	
			SCC POLISHING AND CLEANING KIT	
			SCC SUPER CAST	
			SCC VERTICAL WALL KIT	
			SCC CRAFT COAT	
			SCC PROJECT EPOXY	
			SCC 1/8 NOTCH TROWEL	
			SCC SLAB JIG	
			SCC GAP AND SEAM FILL	

TRADEMARK