

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552324

<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>
Dynaric Inc.		11/22/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Polychem, LLC		
<b>Street Address:</b>	6277 Heisley Rd.		
<b>City:</b>	Mentor		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44060		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2686474	ULTRABAND	
<b>Registration Number:</b>	2463460	DYNARIC, INC.	
<b>Registration Number:</b>	2334559	DYNARIC, INC.	
<b>Registration Number:</b>	1115945	DYNARIC	
<b>Registration Number:</b>	1103454	DURA-STRAP	
<b>Registration Number:</b>	1082603	DYNARIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Aislinn Toohey c/o Willkie Farr & Gallag		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	126508.00006		
<b>NAME OF SUBMITTER:</b>	Aislinn Toohey		
<b>SIGNATURE:</b>	/Aislinn Toohey/		
<b>DATE SIGNED:</b>	12/06/2019		

CH \$165.00 2686474

**Total Attachments: 6**

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of November 22, 2019, is made by and between Dynaric Inc., a Delaware corporation ("Seller"), Polychem, LLC, a Delaware limited liability company ("Purchaser"), the purchaser of certain assets of Seller pursuant to the Purchase and Sale Agreement between Purchaser and Seller, among others, dated as of the date hereof (the "Purchase and Sale Agreement").

**WHEREAS**, under the terms of the Purchase and Sale Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain Intellectual Property of Seller, and has agreed to execute and deliver this Agreement, for recording with Governmental Authorities including, but not limited to, the United States Patent and Trademark Office, the Mexican Trademark Office ("Instituto Mexicano de la Propiedad Industrial") and corresponding entities or agencies in any applicable jurisdictions; and

**WHEREAS**, all of the Assigned Trademarks (as hereinafter defined) used in the Business are currently owned and held by Seller;

**NOW THEREFORE**, in connection with the parties' obligations set forth in the Purchase and Sale Agreement, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase and Sale Agreement.

2. Assignment. In consideration for the execution of the Purchase and Sale Agreement, the payment of the consideration stipulated in the Purchase and Sale Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, transfers, delivers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to any and all rights in, arising out of, or associated with any of the following in any and all jurisdictions (the "Assigned Trademarks"):

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) any trademarks, service marks, trade names, trade dress, logos, corporate names and other source or business identifiers, including unregistered or common law trademarks owned or purported to be owned and used or held for use in the Business, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions thereof;

(c) all intellectual property or proprietary rights of any kind, nature or description and any tangible embodiments of the foregoing (in whatever form or medium) owned or purported to be owned and used or held for use in the Business;

(d) 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

(e) 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, dilution, 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.

3. Recordation and Further Actions. Seller 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 Agreement upon request by Purchaser. Following the date hereof, at Purchaser's expense, Seller shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Purchaser 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 or registration of the Assigned Trademarks to or by Purchaser, or any assignee or successor thereto.

4. Power of Attorney. Seller hereby irrevocably grants Purchaser an irrevocable power of attorney to execute and deliver any of the documents referenced in Section 3 on Seller's behalf in its name and to do all other lawfully permitted acts to transfer the Assigned Trademarks to Purchaser and further the transfer, issuance, prosecution, and maintenance of all intellectual property rights therein, to the full extent permitted by law. The power of attorney is coupled with an interest and shall not be impacted by Seller's subsequent bankruptcy, dissolution or insolvency.

5. Terms of the Purchase and Sale Agreement. The Parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase and Sale Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase and Sale Agreement shall not be added to or superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase and Sale Agreement and the terms hereof, the terms of the Purchase and Sale Agreement shall govern.

6. Counterparts. This Agreement may be executed in one or more counterparts, including by email or other electronic transmission, all of which will be considered one and the same original agreement.

7. Enforcement. The failure of either party hereto to enforce any terms or provisions of this Agreement will not waive any rights under such terms and provisions.

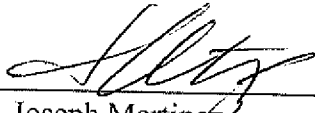
8. Incorporation by Reference. Each of the following sections of the Purchase and Sale Agreement is incorporated into this Agreement by reference as if set forth in full in this Agreement and will apply to the terms and provisions of this Agreement mutatis mutandis: Sections 7.4 (Notices), 7.6 (Specific Performance), 7.7 (Assignment), 7.8 (No Third Party Beneficiaries), 7.11 (Governing Law) and 7.12 (Submission to Jurisdiction; Waiver of Jury Trial).

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Seller has duly executed and delivered this Agreement as of the date first written above.


**SELLER:**

**DYNARIC INC.**

By:   
Name: Joseph Martinez  
Title: President and Secretary

PURCHASER:

POLYCHEM, LLC








By:  \_\_\_\_\_




Name: Scott MacLaren

Title: President

**SCHEDULE 1**

**Assigned Trademarks**

<b>Owner</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
Dynaric, Inc.	ULTRABAND	76/413,307	29-MAY-2002	2,686,474	11-FEB-2003	U.S.
Dynaric, Inc.		75/837,809	02-NOV-1999	2,463,460	26-JUN-2001	U.S.
Dynaric, Inc.		75/511,230	30-JUN-1998	2,334,559	28-MAR-2000	U.S.
Dynaric, Inc.	DYNARIC	73/161,460	09-MAR-1978	1,115,945	03-APR-1979	U.S.
Dynaric, Inc.	DURA-STRAP	73/142,870	28-SEP-1977	1,103,454	03-OCT-1978	U.S.
Dynaric, Inc.	DYNARIC	73/126,898	17-MAY-1977	1,082,603	17-JAN-1978	U.S.
Dynaric, Inc.	ULTRABAND	1144459	20-JUN-2002	TMA606863	01-APR-2004	Canada
Dynaric, Inc.	DYNARIC, INC. & Design 	1057042	28-APR-2000	TMA585920	24-JUL-2003	Canada
Dynaric, Inc.	DYNARIC, INC. & DESIGN 	893911	21-OCT-1998	TMA530215	18-JUL-2000	Canada
Dynaric, Inc.	DURA-STRAP	438050	05-APR-1979	TMA241171	14-MAR-1980	Canada
Dynaric, Inc.	DYNARIC	431215	19-OCT-1978	TMA252817	21-NOV-1980	Canada
Dynaric, Inc.	D & DESIGN 	415905	23-SEP-1977	TMA232462	23-MAR-1979	Canada
Dynaric, Inc.	DYNARIC	410592	09-MAY-1977	TMA233115	18-MAY-1979	Canada
Dynaric, Inc.	ULTRABAND	552951	21-JUN-2002	766471	31-OCT-2002	Mexico
Dynaric, Inc.		393601	05-OCT-1999	634149	25-NOV-1999	Mexico
Dynaric, Inc.		351736	23-OCT-1998	608860	09-APR-1999	Mexico

Dynaric, Inc.		351737	23-OCT-1998	669255	29-AUG-2000	Mexico
Dynaric, Inc.		351739	23-OCT-1998	669719	30-AUG-2000	Mexico
Dynaric, Inc.		351740	23-OCT-1998	603603	26-MAR-1999	Mexico