

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radiator Specialty Company		05/31/2019	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	TITE SEAL, LLC		
Street Address:	600 Radiator Road		
City:	Indian Trail		
State/Country:	NORTH CAROLINA		
Postal Code:	28079		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0996942	TITE SEAL SOLDER SEAL	
Registration Number:	4720518	TITSEAL	
Registration Number:	4633436	TITSEAL	
Registration Number:	0577785	TITE-SEAL	
CORRESPONDENCE DATA			
Fax Number:	7043781913		
<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:	7043313631		
Email:	KWB-TMCorrespondence@mvalaw.com		
Correspondent Name:	Kathryn W. Bina		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Kathryn W. Bina		
SIGNATURE:	/Kathryn W. Bina/		
DATE SIGNED:	01/17/2020		
Total Attachments: 15			
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement"), effective as of May 31, 2019 (the "Effective Date"), is by and between Radiator Specialty Company, a corporation organized under the laws of North Carolina ("Assignor") and Tite Seal, LLC, a North Carolina limited liability company ("Assignee"). Assignor and Assignee are each individually referred to herein as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor;

WHEREAS, Assignor owns certain intellectual property and proprietary property assets that relate to the performance chemical products listed on Exhibit A (the "Products") and are used in the business of manufacturing, marketing, advertising, distributing, offering for sale, and selling the Products (the "Business");

WHEREAS, Assignor wishes to contribute to the capital of Assignee, and Assignee wishes to accept from Assignor, such intellectual property and proprietary property assets of Assignee; and

WHEREAS, in order to effect such contribution, Assignee wishes to assign and transfer all its right, title, and interest in such intellectual property and proprietary property assets to Assignee and Assignee wishes to receive all of Assignor's right, title, and interest in such intellectual property and proprietary property assets.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of all Proprietary Property. Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, all of Assignor's worldwide right, title, and interest in and to all intellectual property and proprietary property assets that are exclusively used by Assignor in the Business, including without limitation, all inventions; patent rights; patent applications; trademarks; service marks; trademark and service mark registrations; applications for trademark and service mark registrations; goodwill; logos, images, and indicia; business names; trade names; models; designs; data; specifications; marketing, advertising, and promotional materials; employment and training materials; websites and all content contained therein; domain names; customer lists; pricing lists; customer and pricing data; formulas and ingredient lists; books and records; trade secrets; know-how; confidential information; and all other ideas, concepts, developments, and works of authorship, regardless of form, that are exclusively used by Assignor in the Business (collectively, the "Proprietary Property"). Without limitation, the Proprietary Property shall include the Patents, Trademarks, Works, Domain Names, Know-How, and Trade Secrets, as defined below.

2. Assignment of all Patent Rights. Without limiting the generality of the assignment made in Section 1, Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to inventions conceived or reduced to practice by Assignor, including its employees, consultants, and contractors, that are exclusively used by Assignor in the Business (collectively, the "Patents") and further including: (a) all original, reissued, and reexamined letters patent that originate therefrom in the United States and in foreign countries, (b) all rights of priority relating thereto, (c) all continuation, divisional, continuation-in-part and substitute patent applications that may be filed therefor in the United States and in foreign countries, and all original, reissued, and reexamined

letters patents that may issue from said continuation, divisional, continuation-in-part and substitute applications, and (d) the rights to all income derived from the Patents, including the right to sue for past infringement thereof and to recover all damages therefrom; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment Agreement had not been made.

3. Assignment of all Trademark Rights. Without limiting the generality of the assignment made in Section 1, Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the trademarks and service marks, whether registered or not, that are exclusively used by Assignor in the Business, including without limitation, the trademarks, service marks, registrations, and applications for registration set forth on Exhibit B (collectively, the "Trademarks"), and further including: (a) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (b) all registrations obtained by Assignor for the Trademarks including all extensions and renewals thereof, (c) the right to file any document to maintain the Trademarks and any associated registrations, (d) all common law trademark and trade name rights in the Trademarks, (e) the right to file applications for registration of the Trademarks worldwide, and (f) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment Agreement had not been made.

4. Assignment of all Works of Authorship. Without limiting the generality of the assignment made in Section 1, Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to all works of authorship that are exclusively used by Assignor in the Business, including without limitation, marketing materials and Product packaging exclusively used by Assignor in the Business, and further including: (a) all copyright registrations therefor, if any; (b) all worldwide copyright and moral rights therein (and any further registrations or applications relating thereto and any renewals and extensions thereof), including all rights of modification and attribution; and (c) the right to sue for past infringement thereof and to recover all damages therefrom; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment Agreement had not been made.

5. Assignment of all Domain Names. Without limiting the generality of the assignment made in Section 1, Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, all worldwide right, title and interest of Assignor in and to all domain names that are exclusively used by Assignor in the business, including without limitation the domain names set forth on Exhibit C (collectively, the "Domain Names"), and further including the right to enforce the rights to said Domain Names and the right to all income derived from said Domain Names, and any and all claims, and rights for damages, profits, and other awards by reason of any past, present, and future unauthorized use or other violation of any rights in the Domain Names, unfair competition and/or deceptive trade practices related to the Domain Names, and all other related causes of action, and the right to sue therefor; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment Agreement had not been made.

6. Assignment of all Know-How. Without limiting the generality of the assignment made in Section 1, Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to all know-how owned by Assignor that are exclusively used by Assignor in the Business, including all know-how relating to the development, manufacture, sale, advertisement, and distribution of the Products, whether or not patentable, whether copyrightable or noncopyrightable, and whether or not reduced to practice (collectively, the "Know-How"); the same to be

held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment Agreement had not been made.

7. Assignment of all Trade Secrets. Without limiting the generality of the assignment made in Section 1, Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to all trade secrets owned by Assignor that are exclusively used by Assignor in the Business, including but not limited to: the ingredients and manufacturing instructions for the Products; customer, supplier, and pricing lists for the Products; information and materials relating to marketing plans, business plans, pricing and cost for the Products; specifications; test results and financial data for the Products; and other information exclusively relating to the Products that (a) has independent economic value (actual or potential) from not being generally known or readily ascertainable through appropriate means by other persons who might obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (collectively, the "Trade Secrets"); the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment Agreement had not been made.

8. Further Assurances.

8.1 Promptly after the execution of this Assignment Agreement, Assignor agrees to execute appropriate documentation, including a trademark assignment agreement substantially in the same form as the one attached hereto at Exhibit D, as reasonably requested by Assignee, to publicly evidence Assignee's ownership of the Trademarks that as of the Effective Date are the subject of applications or registrations.

8.2 In addition to Assignor's obligation under Section 8.1, Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are deemed necessary by Assignee or the governmental agencies having jurisdiction over the Proprietary Property to (a) assist in the prosecution of, obtain, and enforce patent, trademark, copyright or other legal protection of any of the Proprietary Property in the United States or in a foreign country; (b) give full effect to and perfect the rights of Assignee under this Assignment Agreement, including but not limited to executing all documents necessary to register in the name of Assignee the assignment of the Proprietary Property with the appropriate government or other appropriate offices; (c) enforce Assignee's interest in the Proprietary Property; and (d) complete all other acts necessary or useful to formalize the effect of this Assignment Agreement.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other that (a) it has the authority to enter into this Assignment Agreement and (b) its performance under this Assignment Agreement will not violate or conflict with any other contract or obligation to which it is a party.

10. General.

10.1 This Assignment Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes, together with any exhibits, a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by both Parties.

10.2 Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Assignment Agreement will operate as a

waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Assignment Agreement can be waived by one Party, in whole or in part, unless in writing signed by such Party; and (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given.

10.3 If any term or other provision of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any applicable law in any particular respect or under any particular circumstances, then (a) such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances and (b) all other terms, conditions and provisions of this Assignment Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment Agreement so as to effect the original intent of the Parties as closely as possible in a valid and legally enforceable manner so that the transactions contemplated by this Assignment Agreement are fulfilled to the fullest extent possible.

10.4 This Assignment Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.

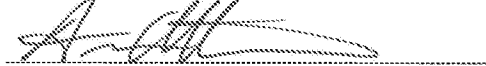
10.5 This Assignment Agreement may be executed in two (2) or more counterparts (delivery of which may occur via facsimile or PDF), each of which shall be binding as of the Effective Date, and, when delivered, all of which shall constitute one and the same instrument. This Assignment Agreement and any documents delivered pursuant hereto, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or as an attachment to an electronic mail message in PDF or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. A facsimile or PDF copy of a signature shall constitute and shall be deemed to be sufficient evidence of a Party's execution of this Assignment Agreement, without necessity of further proof.

10.6 This Agreement shall be construed and interpreted in accordance with the internal laws of the State of North Carolina without regard to any choice of law or conflict of law, choice of forum or provision, rule or principle (whether of the State of North Carolina or any other jurisdiction) that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

RADIATOR SPECIALTY COMPANY



By

Name: Aaron Martin

Title: Chief Operating Officer

TITE SEAL, LLC



By

Name: Danielle DeCandia

Title: Authorized Signatory

Exhibit A – Products

Exhibit A - Products

Product Brand	Product Number	Product Description
TITESEAL	M1107/6	TITESEAL for Off-Road Equipment
TITESEAL	M1108/6	TITE-SEAL OFF ROAD TIRE 14 OZ
TITESEAL	M1114/6	TITESEAL Non Flam Midsize Cars
TITESEAL	M1115C	PUNCTURE SEAL SOS 510G
TITESEAL	M1118/6	TITESEAL NonFlam w/Hose Big Car
TITESEAL	M1118ES	NF PUNCT SEAL 18 OZ-SPANISH
TITESEAL	M1118L/6	TITE-SEAL BIG TIRE W/.HOSE 16 OZ
TITESEAL	M1120C	PUNCTURE SEAL SOS 680 G
TITESEAL	M1128/6	TITESEAL NonFlam Trucks & SUVs
TITESEAL	M1128/6ES	NF BIG TITESEAL SPANISH
TITESEAL	M1128C	JUMBO PUNCTURE SEAL SOS 694G
TITESEAL	M11516	PUNCTURE SEAL GOO 16 OZ 12 PK
TITESEAL	M406	ACRA-SEAL IGNTN SEAL 6 OZ AERO
TITESEAL	MDS11/6	TITESEAL MOWER DECK TREATMENT 10 OZ 6PK
TITESEAL	MSP11	TITESEAL MOWER DECK TREATMENT 10 OZ 6PK
TITESEAL	T1003V	RTV Silicone Sealant-OEM Black Oxime 3oz
TITESEAL	T1103V	SOLDER SEAL 4-MIN EPOXY (2X1 OZ TUBE)
TITESEAL	T1616	TITESEAL UNDERCOAT 16 OZ AERO
TITESEAL	T1617R	TITESEAL UNDERCOAT RUBR 16OZ
TITESEAL	T1617RC	TITESEAL UNDERCOAT-RUBBERIZED
TITESEAL	T2066	TITESEAL LIGHT WEIGHT 1 LB
TITESEAL	T2075	TITESEAL LIGHT WEIGHT 5 LB
TITESEAL	T2566	MEDIUM WEIGHT TITESEAL 1 LB
TITESEAL	T2575	MEDIUM WEIGHT TITESEAL 5 LB
TITESEAL	T503V	BLUE SILICONE GASKET 3OZ TUBE
TITESEAL	T5516	TITESEAL NO 55 PINTS
TITESEAL	T603V	TITESEAL SILICONE SEALANT 3 OZ
TITESEAL	T703V	RED SILICONE GASKET 3 OZ
TITESEAL	T803V	BLACK SILICONE GASKET 3 OZ
TITESEAL	T903V	RTV Silicone Sealant-OEM Gray Oxime 3oz
TITESEAL	B232	LIQUID BOILER SEAL QUART
TITESEAL	B534	RUST RAIDER GALLON
TITESEAL	B532	RUST RAIDER QUART
TITESEAL	B540	RUST RAIDER 5 GAL
TITESEAL	RMM1128/6-8F	SHIPPER FOR M1128/6 REV F
TITESEAL	M1114/6Y	TITESEAL Non Flam Midsize Cars
TITESEAL	M406C	ACRA-SEAL PLASTIC SPRAY 170G

Exhibit B – Trademarks

Exhibit B - Marks

Registration	Mark	Registration No.	Class(es)
Canada	A SOLDER SEAL TITSEAL PRODUCT and Design	UCA10714	1, 16, 17
Canada	PUNCTURE SEAL	TMA492786	3
Canada	TITSEAL and Design	TMA995648	1
United States	TITE SEAL SOLDER SEAL and Design	996942	12
United States	TITSEAL	4720518	17
United States	TITSEAL	4633436	1, 2
United States	TITE-SEAL	577785	13

Exhibit C – Domain Names

Exhibit C - Domain Names

<u>Domain Name</u>	<u>Creation Date</u>	<u>Registrar</u>
tite-seal.com	5/11/2010	GODADDY.COM, LLC
titeseal.ca	1/7/2016	REBEL.CA CORP.

Exhibit D – Trademark Assignment Agreement

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment Agreement”), effective as of May 31, 2019, by and between Radiator Specialty Company, a corporation organized under the laws of North Carolina with a principal place of business at 600 Radiator Road Indian Trail, North Carolina 28079-5225 (“Assignor”) and Tite Seal, LLC, a North Carolina limited liability company with a principal place of business at 600 Radiator Road Indian Trail, North Carolina 28079-5225 (“Assignee”).

RECITALS

WHEREAS, Assignor was the owner of all right, title, and interest in and to the trademarks, service marks, and the associated registrations and applications for registration identified on Attachment A (collectively, the “Trademarks”);

WHEREAS, effective May 31, 2019 Assignor assigned to Assignee all of Assignor’s worldwide right, title, and interest in and to the Trademarks (the “IP Assignment”) pursuant to agreements between Assignor and Assignee;

WHEREAS, Assignor and Assignee now wish to formalize the terms of the IP Assignment and record Assignee as the sole and exclusive owner of the Trademarks with all appropriate worldwide agencies;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the agreement between Assignor and Assignee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Trademarks.

1.1 Assignor hereby sells, assigns and transfers, and sets over unto Assignee, its successors and assigns, all worldwide right, title and interest of Assignor in and to the Trademarks, including: (a) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (b) all registrations obtained by Assignor for the Trademarks including all extensions and renewals thereof, (c) the right to file any document to maintain the Trademarks and any associated registrations, (d) all common law trademark and trade name rights in the Trademarks, (e) the right to file applications for registration of the Trademarks worldwide, and (f) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom for its own use and behalf and for the use and behalf of its successors and assigns; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

1.2 Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or country, to record Assignee as the owner of the Trademarks.

2. Further Assurances. Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are deemed necessary by Assignee or the governmental agencies having jurisdiction over the Trademarks to (a) obtain and enforce trademark or other legal protection of any Trademarks in the United States or in a foreign country; (b) give full effect to and perfect the rights of Assignee under this Assignment, including but not limited to executing all documents necessary to register

in the name of Assignee the assignment of the Trademarks with the appropriate government offices; and (c) enforce Assignee's interest in the Trademarks.

3. **Successors.** This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

4. **Counterparts.** This Assignment Agreement may be executed in two (2) or more counterparts (delivery of which may occur via facsimile or PDF), each of which shall be binding as of the Effective Date, and, when delivered, all of which shall constitute one and the same instrument. This Assignment Agreement and any documents delivered pursuant hereto, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or as an attachment to an electronic mail message in PDF or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. A facsimile or PDF copy of a signature shall constitute and shall be deemed to be sufficient evidence of a Party's execution of this Assignment Agreement, without necessity of further proof.

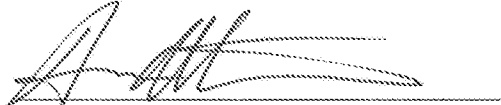
5. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of North Carolina without regard to any choice of law or conflict of law, choice of forum or provision, rule or principle (whether of the State of North Carolina or any other jurisdiction) that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

RADIATOR SPECIALTY COMPANY

TITE SEAL, LLC



By

By

Name: Aaron Martin

Name: Danielle DeCandia

Title: Chief Operating Officer

Title: Authorized Signatory

Attachment A to Trademark Assignment Agreement

Registration No.	Class	Registration No.	Class
Canada	A SOLDER SEAL TITSEAL PRODUCT and Design	UCA10714	1, 16, 17
Canada	PUNCTURE SEAL	TMA492786	3
Canada	TITSEAL and Design	TMA995648	1
United States	TITE SEAL SOLDER SEAL and Design	996942	12
United States	TITSEAL	4720518	17
United States	TITSEAL	4633436	1, 2
United States	TITE-SEAL	577785	13

Attachment A to Trademark Assignment Agreement