

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HLC HOLDING, INC		04/14/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STEELITE INTERNATIONAL U.S.A. Inc.		
Street Address:	154 Keystone Drive		
City:	New Castle		
State/Country:	PENNSYLVANIA		
Postal Code:	16105		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3485808	KENILWORTH	
CORRESPONDENCE DATA			
Fax Number:	6196967124		
<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:	(202) 399-1009		
Email:	IPDocket@grsm.com		
Correspondent Name:	GORDON REES SCULLY MANSUKHANI LLP		
Address Line 1:	101 WEST BROADWAY		
Address Line 2:	SUITE 1600		
Address Line 4:	SAN DIEGO, CALIFORNIA 92101		
NAME OF SUBMITTER:	Howard N. Shipley		
SIGNATURE:	/Howard N. Shipley/		
DATE SIGNED:	04/29/2020		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made by and between **HLC Holding, Inc.**, a Delaware corporation with principal offices located at 672 Fiesta Drive, Newell, West Virginia 26050 ("Assignor"), and **Steelite International U.S.A. Inc.**, a New Jersey corporation with principal offices located at 154 Keystone Drive, New Castle, Pennsylvania 16105 ("Assignee").

WHEREAS, Assignor is the owner of the mark **KENILWORTH** (the "Mark") and **KENILWORTH** Registration No. 3,485,808 (the "Registration").

WHEREAS, Assignee is interested in acquiring all of Assignor's right, title and interest in the Mark and the Registration, and Assignor is willing to transfer all its right, title and interest in the Mark and the Registration to Assignee.

WHEREAS, in consideration of the premises and the representations, warranties, covenants and agreements contained in the Asset Purchase Agreement dated as of March 24, 2020 and the Assignment of Proprietary Rights entered into March 24, 2020, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

This Assignment is executed, delivered and accepted pursuant to, and is subject to, the Asset Purchase Agreement. Capitalized terms used but not defined herein are given the meaning assigned to them by the Asset Purchase Agreement. The Asset Purchase Agreement shall at all times govern the rights and duties of the parties with respect to the Business Proprietary Rights, including the Mark, and all interested parties are hereby given notice of its existence. If there is any conflict between the terms and provisions of this Assignment and those of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

NOW, THEREFORE, to whom it may concern, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, its entire right, title and interest in and to the Mark and the Registration, including any and all goodwill associated with the Mark, to have and to hold the same for the sole exclusive benefit of Assignee, and in and to the claims for damages by reason of past or future infringement of the Mark, with the right to sue for and collect the same for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had the sale, assignment and transfer not been made.

IN WITNESS WHEREOF, and intending to be legally bound, Assignor has given legal effect to this Assignment through the signature below of its duly authorized representative.

Date: 4/14/2020

HLC Holding, Inc.

By:

Elizabeth W McIlvain
Elizabeth W McIlvain