

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581103

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/26/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KreteTek Industries		10/26/2015	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	KreteTek Industries, Inc.
Street Address:	66 B River Road
City:	Hudson
State/Country:	NEW HAMPSHIRE
Postal Code:	03051
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4795103	IF YOU DIDN'T USE GHOSTSHIELD IT ISN'T S
Registration Number:	4651593	CONCRETE HAS NEVER LOOKED SO GOOD
Serial Number:	86799730	GEM-TEK

CORRESPONDENCE DATA

Fax Number: 6036255650

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.

Phone: 603-628-1311

Email: mark.wright@mclane.com

Correspondent Name: Mark A. Wright

Address Line 1: 900 Elm Street

Address Line 4: Manchester, NEW HAMPSHIRE 03101

NAME OF SUBMITTER:	Mark A. Wright
SIGNATURE:	/Mark A. Wright/
DATE SIGNED:	06/12/2020

Total Attachments: 3

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OP \$90.00 4795103

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK RIGHTS

This *Nunc Pro Tunc* Assignment of Trademark Rights ("Assignment"), effective as of October 26, 2015 (the "Effective Date"), is made by and between KRETETEK INDUSTRIES, LLC, d/b/a KreteTek Industries, a Delaware limited liability company ("Assignor"), and KRETETEK INDUSTRIES, INC., a Florida corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, and all subsisting registrations and pending applications therefor, in the United States of America (the "Territory"), set forth in Schedule A hereto (the "Trademarks");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademarks in the Territory, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory;

WHEREAS, Assignor is desirous of assigning to Assignee all right, title and interest in and to the Trademarks in the Territory, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory; and,

WHEREAS, pursuant to Assignor's dissolution and Assignee's formation, on or about October 26, 2015, the parties agreed the Assignor would transfer certain assets, including the Trademarks, to Assignee, and Assignee is therefore the successor of certain of Assignor's assets, including Assignor's entire right, title and interest in and to the Trademarks in the Territory, the ongoing and existing business to which the Trademarks in the Territory pertains and with which the Trademarks are used or are intended to be used, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. *Nunc Pro Tunc Assignment.* Assignor hereby assigns to Assignee, *nunc pro tunc* as of the Effective Date hereof, (a) all of Assignor's right, title and interest in and to the Trademarks in the Territory, and all subsisting registrations and pending applications therefor, as set forth on Schedule A hereof, (b) all goodwill of the business associated with and symbolized by the Trademarks in the Territory, and thus all goodwill of the ongoing and existing business to which the Trademarks in the Territory pertains and with which the Trademarks are used or are intended to be used, (c) all right, title and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violations of any right, title and/or interest in and to the Trademarks in the Territory, and to recover, collect or otherwise receive all damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefor, (d) all right, title and interest to bring any cancellation, opposition, or other proceeding in the United States Patent and Trademark Office, or before any equivalent agency in the Territory, in connection with or otherwise based upon the Trademarks, and (e) all right, title and interest to

collect and receive any and all income, royalties, proceeds and payments arising by virtue of use of the Trademarks in the Territory after the Effective Date hereof. All rights, titles, and interests assigned hereunder are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

2. Miscellaneous.

a. At the reasonable request of Assignee, Assignor shall execute and deliver from time to time after the date of this Assignment such further documents, assignments, and conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the intent of this Assignment.

b. This Assignment shall be governed by and interpreted exclusively in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

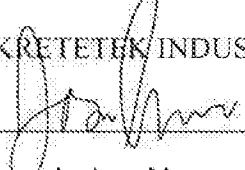
c. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this *Nunc Pro Tunc* Assignment of Trademark Rights to be executed by a duly authorized officer, as of the below date.

ASSIGNOR:

KRETETEK INDUSTRIES, LLC, d/b/a KRETETEK INDUSTRIES

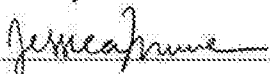

By: Joshua Moore

Its: Manager

Dated: 6/10/2020

ASSIGNEE:

KRETETEK INDUSTRIES, INC.


By: Jessica Moore

Its: Vice President

Dated: 6/10/2020

SCHEDULE A
TRADEMARKS

Trademark	U.S. Registration/ Serial No.	Registration/ Application Date
GHOSTSHIELD	4,477,871	02/04/2014
IF YOU DIDN'T USE GHOSTSHIELD IT ISN'T SEALED	4,795,103	08/18/2015
CONCRETE HAS NEVER LOOKED SO GOOD	4,651,593	12/09/2014
ADVANCES IN CONCRETE PROTECTION	4,488,633	02/25/2014
LITHI-TEK	4,488,630	02/25/2014
SILOXA-TEK	4,488,631	02/25/2014
CRYLI-TEK	4,478,291	02/04/2014
KRETEK	4,477,869	02/04/2014
GEM-TEK	86-799,730	10/26/2015
ISO-TEK	86-386,431	09/05/2014
SILA-TEK	86-042,649	08/20/2013

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