

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Coatings, LLC		12/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Flame Control Coatings, LLC		
Street Address:	4120 Hyde Park Blvd.		
City:	Niagara Falls		
State/Country:	NEW YORK		
Postal Code:	14305		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2700983	EPOXYGRIP	
Registration Number:	2595629	MASTICGRIP	
Registration Number:	2545427	U.S. COATINGS	
Registration Number:	2592737	UREGRIP	
Registration Number:	2595628	ZINCARD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2165867005		
Email:	kabarrett@jonesday.com		
Correspondent Name:	Kerry A. Barrett		
Address Line 1:	901 Lakeside Ave.		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Kerry A. Barrett		
SIGNATURE:	/Kerry A. Barrett/		
DATE SIGNED:	07/08/2020		
Total Attachments: 5			
source=US Coatings - Trademark Assignment (Executed 12-31-19)#page1.tif			

CH \$140.00 2700983

source=US Coatings - Trademark Assignment (Executed 12-31-19)#page2.tif
source=US Coatings - Trademark Assignment (Executed 12-31-19)#page3.tif
source=US Coatings - Trademark Assignment (Executed 12-31-19)#page4.tif
source=US Coatings - Trademark Assignment (Executed 12-31-19)#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Assignment*”) effective as of the last signature below (“*Effective Date*”), is made by and between U.S. Coatings, LLC, a Delaware limited liability company, with an address at 1999 Elizabeth Street, North Brunswick, New Jersey 08902 (“*Assignor*”) and Flame Control Coatings, LLC, a New York limited liability company, with an address at 4120 Hyde Park Blvd, Niagara Falls, NY 14305 (“*Assignee*”);

WHEREAS, Assignor owns the rights, title, and interest in and to the trademarks as set forth in Schedule A attached hereto and incorporated herewith, and corresponding common law rights appurtenant thereto, as well as the goodwill and the portion of the business associated therewith (hereinafter collectively referred to as the “*Trademarks*”);

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “*Purchase Agreement*”), Assignor agrees, among other things, to sell, convey, assign, transfer and deliver to Assignee, at the Closing, certain assets, including the Trademarks listed below. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignee desires to purchase, acquire and accept Assignor’s rights, title, and interest in and to the Trademarks, the corresponding goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, convey, assign, transfer and deliver, to Assignee all of Assignor’s rights, title, and interests in and to the Trademarks identified in Schedule A, including all renewals of any of the foregoing, the goodwill appurtenant thereto, the portion of the business associated exclusively therewith, and the right to claim priority rights deriving from any of the foregoing, and the right to sue for, recover damages and profits for, and settle and release past, present, and future infringement of any of the foregoing.

2. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may reasonably deem necessary to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder.

3. The parties may execute and deliver this agreement either originally, by facsimile or in pdf via email, and in one or more counterparts, each of which together shall be deemed the complete and fully executed agreement.

4. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

5. This Assignment is subject to and controlled by the terms of the Purchase Agreement and is intended only to evidence the consummation of the transaction contemplated by the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Trademark Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, each of Assignor and Assignee has executed and delivered this Assignment as of the date set forth below.

ASSIGNOR

ASSIGNEE

U.S. COATINGS, LLC

FLAME CONTROL COATINGS, LLC

Signature: Raymond T Chlodney

Signature: _____

Name: Raymond T. Chlodney

Name: _____

Title: Vice Chairman

Title: _____

Date: December 31, 2019

Date: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of Assignor and Assignee has executed and delivered this Assignment as of the date set forth below.

ASSIGNOR

ASSIGNEE

U.S. COATINGS, LLC

FLAME CONTROL COATINGS, LLC

Signature: _____

Signature:  _____

Name: _____

Name: Roy Seroussi

Title: _____

Title: President

Date: _____

Date: December 31, 2019

SCHEDULE A

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Goods and Services
EPOXYGRIP	USA	76130220	09/18/2000	2700983	03/25/2003	Class 2: epoxy-based primer, intermediate, and finish coatings for corrosion protection in industrial applications
MASTICGRIP	USA	76130329	09/18/2000	2595629	07/16/2002	Class 2: aluminum-based epoxy used as primer and finish coatings for corrosion protection in industrial applications
U.S. COATINGS	USA	76130203	09/18/2000	2545427	03/05/2002	Class 2: paints and coatings for corrosion control and aesthetics for use in industrial applications
UREGRIP	USA	76130392	09/18/2000	2592737	07/09/2002	Class 2: Coatings in the nature of urethane topcoats for use in industrial applications
ZINCGARD	USA	76130328	09/18/2000	2595628	07/16/2002	Class 2: Zinc-fortified coating for corrosion protection of steel in industrial applications