

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westech Aerosol Corporation		07/24/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Royal Adhesives & Sealants, LLC		
Street Address:	2001 W Washington St		
City:	South Bend		
State/Country:	INDIANA		
Postal Code:	46628		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5036008	INFUZENE	
Registration Number:	3629697	MYST STIK	
Registration Number:	3569114	DMEASY	
Registration Number:	3569113	EKHO	
Registration Number:	3966643	FOR A LASTING BOND	
Registration Number:	2937617	IZ	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127667000		
Email:	tcamesignature@faegredrinker.com		
Correspondent Name:	Jessica Parsons/Sarah House		
Address Line 1:	90 South Seventh Street, Suite 2200		
Address Line 2:	Faegre Drinker Biddle & Reath LLP		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	454743.105		
NAME OF SUBMITTER:	Sarah M. House		
SIGNATURE:	/Sarah M House/		
DATE SIGNED:	07/27/2020		

OP \$165.00 5036008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made and entered into as of July 24, 2020 by and between Westech Aerosol Corporation, a corporation under the laws of Washington, with a principal address of 3203 NE Totten Rd, Poulsbo, WA 98370 (“Assignor”), and Royal Adhesives & Sealants, LLC, a limited liability company under the laws of Delaware, with a principal address of 2001 W Washington St, South Bend, IN 46628 (“Assignee”), pursuant to that certain Asset Purchase Agreement between Assignee and Assignor, dated as of the date hereof, (the “Asset Purchase Agreement”), whereby Assignee is the purchaser of certain assets of Assignor.

WHEREAS, Assignor is the owner of the trademark applications and registrations set forth on the accompanying Appendix A (the “Marks”);

WHEREAS, Assignee is desirous of acquiring said Marks and all title and rights thereunder, together with the goodwill of the business with which the Marks are used and which is symbolized by the Marks; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor is to convey, transfer and assign to Assignee, the Marks, together with the goodwill of the business with which the Marks are used and which is symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing and the mutual representations, warranties and covenants set forth herein and in the Asset Purchase Agreement, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, free and clear of all liens and encumbrances, all of Assignor’s right, title, and interest in and to the Marks, including any applications to register the Marks, together with the goodwill of the business symbolized by the Marks, all common law rights related to the Marks, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof (collectively, the “Assigned Trademark Rights”).
2. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon the request of Assignee. From time to time at Assignee’s expense (subject to the Asset Purchase Agreement) and reasonable request, Assignor shall cooperate with the execution of any documents, files, registrations, or other similar items to obtain the full benefits of this Trademark Assignment.
3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark Rights are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded or modified 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Amendment and Modification. This Trademark Assignment may be amended, modified, or supplemented only by written agreement of Assignee and Assignor.

7. Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement and all other documents executed in connection with the consummation of the transactions contemplated herein, embody the entire agreement and understanding of the parties in respect of the Assigned Trademark Rights and related transactions, and supersede all prior agreements and understandings with respect to that subject matter.

[REMAINDER OF PAGE IS BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Assignor: Westech Aerosol Corporation

By: _____

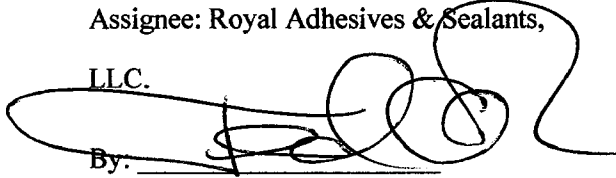
Name: _____

Title: _____

Date: _____

AGREED TO AND ACCEPTED:

Assignee: Royal Adhesives & Sealants,
LLC.

By: 

Name: Ted Clark

Title: EVP & COO

Date: 7/24/2020

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Assignor: Westech Aerosol Corporation

DocuSigned by:
By: Dr. David Carnahan
D539338DCDE2133...

Name: Dr. David Carnahan

Title: President

Date: 7/24/2020

AGREED TO AND ACCEPTED:

Assignee: Royal Adhesives & Sealants,
LLC.


By: _____

Name: Ted Clark

Title: EVP & COO

Date: _____

APPENDIX A
Trademark Registrations

Mark	Reg. No.	Reg. Date
INFUZENE	5036008	9/6/2016
MYST STIK	3629697	6/2/2009
DMEASY	3569114	2/3/2009
EKHO	3569113	2/3/2009
FOR A LASTING BOND	3966643	5/24/2011
IZ & Design 	2937617	4/5/2005