

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM595634

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
C.G.M., Inc.		11/27/2019	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bostik, Inc.		
<b>Street Address:</b>	11320 Watertown Plank Rd.		
<b>City:</b>	Wauwatosa		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53226		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0586057	STA-DRI	
<b>Registration Number:</b>	0898084	DASH PATCH	
<b>Registration Number:</b>	0898085	LEV-L-ASTIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-813-5900		
<b>Email:</b>	anicolescu@fzlz.com		
<b>Correspondent Name:</b>	Tamar Niv Bessinger		
<b>Address Line 1:</b>	Fross Zelnick Lehrman & Zissu, P.C.		
<b>Address Line 2:</b>	151 West 42nd Street, 17th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	BSTK 2008818		
<b>NAME OF SUBMITTER:</b>	Anca Nicolescu		
<b>SIGNATURE:</b>	/ancanicolescu/		
<b>DATE SIGNED:</b>	09/02/2020		
<b>Total Attachments: 3</b>			
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## Trademark Assignment Agreement

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is by and between C.G.M., Inc., a Pennsylvania corporation ("Assignor"), and Bostik, Inc., a Delaware corporation ("Assignee"). All capitalized terms used herein without definition shall have the respective meanings given to them in the Asset Purchase Agreement (as defined below).

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 12, 2017 (the "Asset Purchase Agreement"); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, (i) Assignor has agreed to sell, assign and transfer to Assignee all of such Assignor's right, title and interest in, to and under the Trademarks (as defined below) and (ii) Assignee has agreed to assume from Assignor the Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions.

1.1. "Trademarks" shall mean (i) STA-DRI (U.S. Reg. No. 0586087); (ii) DASH PATCH (U.S. Reg. No. 0898084); (iii) LEV-L-ASTIC (U.S. Reg. No. 0898085); and (vi) the goodwill associated with each of the foregoing.

2. Effective Date. This Agreement shall be immediately effective upon the IP Escrow Release Date, which is November 27, 2019 ("Effective Date").

3. Assignment. On the Effective Date, Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Trademarks.

4. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as commercially necessary to give full effect to and perfect the rights of Assignee in the Trademarks. Assignor further agrees to execute and deliver all documents and instruments, and to take all such other actions as Assignee or its respective successors or assigns may commercially request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documents and instruments as may be commercially required to effect the terms of this Agreement, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Trademarks hereunder and, if appropriate, to assure that the transfer of the Trademarks is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office.

5. Governing Law; Jurisdiction. This Agreement, and any claim or dispute relating directly or indirectly to, or arising in connection with, this Agreement, will be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles that would require the application of any other law; and any such claims or disputes

will be brought in any federal or state courts sitting in Montgomery County, Pennsylvania, and each of the parties irrevocably submits to such jurisdiction and waives any objection it may now or hereafter have to venue or to convenience of forum.

5. Delivery of Tangible Items. Assignor shall promptly deliver to Assignee, or arrange for prompt delivery to Assignee of, any and all tangible items (and any and all documents) related to or arising out of the Trademarks, including, for example, registrations, prosecution files, documents, other tangible embodiments of the Trademarks (in any format, whether tangible, digital or otherwise) that are in the possession or control of Assignor.

7. Severability. If any provision or portion of any provision of this Agreement is held to be invalid, void, or unenforceable in any respect under any applicable legal requirement in any jurisdiction, the remainder of the provisions and portions of provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, void or unenforceable provision or portion of any provision had never been contained herein.

8. Execution in Counterparts. This Agreement may be executed in counterparts, including by facsimile, .pdf or other electronic signature, each of which shall be deemed to be an original but which together shall constitute one and the same instrument.

9. Asset Purchase Agreement. This Agreement is being executed and delivered as a condition to the Asset Purchase Agreement and is expressly hereby made subject to and shall have the benefits of the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Asset Purchase Agreement which are incorporated herein by reference. In the event of any inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

[signature page follows]

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

ASSIGNOR

C.G.M., Inc.

By: 

Name: Peter R. Terreri

Title: President