

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603226

<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>
Morgan Advanced Ceramics, Inc.		08/31/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Best Engineered Surface Technologies, LLC		
<b>Street Address:</b>	1601 Elm St.		
<b>Internal Address:</b>	Suite 3500		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75232		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1972802	AEGISGLASS	
<b>Registration Number:</b>	2510227	DIAMONDSHIELD	
<b>Registration Number:</b>	1747985	DIAMONEX	
<b>Registration Number:</b>	2503675	EVERSCAN	
<b>Registration Number:</b>	2577381	SCANSHIELD	
<b>Registration Number:</b>	2732640	SCANSHIELD	
<b>Registration Number:</b>	3365644	PHOENIX	
<b>Registration Number:</b>	2288586	DIABOND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9723789115		
<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>	972-378-9111		
<b>Email:</b>	trademark@fbfk.law		
<b>Correspondent Name:</b>	Kelly Kubasta		
<b>Address Line 1:</b>	2500 Dallas Parkway		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Plano, TEXAS 75093		

OP \$215.00 1972802

<b>NAME OF SUBMITTER:</b>	Kubasta, Kelly
<b>SIGNATURE:</b>	/Kelly Kubasta/
<b>DATE SIGNED:</b>	10/15/2020
<b>Total Attachments: 5</b> source=Trademark Assignment (Buyer) - (for recording)#page1.tif source=Trademark Assignment (Buyer) - (for recording)#page2.tif source=Trademark Assignment (Buyer) - (for recording)#page3.tif source=Trademark Assignment (Buyer) - (for recording)#page4.tif source=Trademark Assignment (Buyer) - (for recording)#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") to be effective as of August 31, 2020 (the "Effective Date") is made by and between Morgan Advanced Ceramics, Inc. (the "Assignor") having a principal office at 4000 West Chase Blvd., Suite 170, Raleigh, NC 27607 and Best Engineered Surface Technologies, LLC, a Texas limited liability company (the "Assignee") having a principal office at 1601 Elm St., Suite 3500, Dallas, TX 75232, pursuant to the terms of that certain Asset Purchase Agreement dated of even date herewith by and among the Assignee and the Assignor (the "Asset Purchase Agreement"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

### WITNESSETH

WHEREAS, the Assignor owns, has adopted and used in commerce the trademarks, as indicated in the list in Exhibit A to this Assignment, which is attached hereto and incorporated by reference as if restated in full herein (the "Marks"); and

WHEREAS, the Assignor has agreed to assign and the Assignee has agreed to acquire all of the Assignor's right, title, and interest in and to the Marks, the goodwill of the Business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof; and

NOW, THEREFORE, in consideration of these premises, the ongoing burden of maintaining various registrations and enforcement of the Marks, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, transfers, and conveys unto the Assignee and its successors and assigns all of the Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the Business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof.

2. The Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the Marks to the Assignee.

3. The Assignor agrees to execute all papers and to perform such other proper acts as the Assignee may reasonably deem necessary to secure for the Assignee or its designee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such rights, title, and interests in the Assignee, its successors, assigns, and legal representatives.

4. The Assignor agrees to communicate with the Assignee, or its successors, assigns, and legal representatives, any facts known to it respecting the Marks and, when

requested, without charge to but at the expense of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do anything reasonably necessary to vest title in the Assignee and to aid the Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Marks in the countries in which they are respectively registered.

5. The Assignor represents and warrants that at the time of execution and delivery of this Assignment: (a) all the information contained in Exhibit A herein is correct; and (b) the Assignor exclusively owns all rights in the Marks without any covenants not to sue, liens, security interests, encumbrances, or other third-party claims and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

6. The parties may execute multiple counterparts of this Assignment and each is intended to be considered as an original. The parties may substitute telecopied signature pages for original signatures.

7. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

**\*\*\* [SIGNATURE PAGE FOLLOWS] \*\*\***

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

**Assignee:**

Best Engineered Surface Technologies, LLC,  
a Texas limited liability company

By: \_\_\_\_\_

Name: Will Schramme

Title: Chairman of the Board

**Assignor:**

Morgan Advanced Ceramics, Inc.

By: \_\_\_\_\_

Name: John Righini

Title: President

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

**Assignee:**

Best Engineered Surface Technologies, LLC,  
a Texas limited liability company

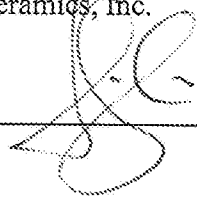
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Assignor:**

Morgan Advanced Ceramics, Inc.

By: \_\_\_\_\_ 

Name: John Righini

Title: President

**EXHIBIT A**

<b>Trademark</b>	<b>Country</b>	<b>Filing Date</b>	<b>Application No.</b>	<b>Registration Date</b>	<b>Registration No.</b>
AEGISGLASS	United States	1995-05-09	74671935	1996-05-07	1972802
DIAMONDSHIELD	United States	2011-11-20	76212068	2001-11-20	2510227
DIAMONEX	United States	1991-07-22	74187178	1993-01-26	1747985
EVERSCAN	United States	2000-03-09	75939502	2001-11-06	2503675
SCANSHIELD	United States	2000-06-08	76065592	2002-06-11	2577381
SCANSHIELD	United States	2000-07-13	76090006	2003-07-01	2732640
PHOENIX	United States	2005-07-27	78679190	2008-01-08	3365644
DIABOND	United States	1998-01-20	75420290	1999-10-26	2288586
DIAMONDSHIELD	Canada	1997-11-17	861812	2005-03-18	635635
PHOENIX	China		904380		904380
DIAMONDSHIELD	European Union	1997-11-26	000688820	2000-06-05	000688820
DIAMONEX	European Union	2001-09-28	002392694	2003-05-21	002392694
DIAMONEX & LOGO	European Union	1998-01-26	000730457	1998-11-02	000730457
PHOENIX	France		904380		904380
PHOENIX	Germany		904380		904380
PHOENIX	Italy		904380		904380
PHOENIX	Madrid Protocol	2006-01-23	904380		904380
PHOENIX	Malaysia	2005-07-27	06001231	2013-10-28	06001231
PHOENIX	Singapore		904380		904380
PHOENIX	Taiwan	2006-01-16	095002356	2006-09-16	1228220
PHOENIX	United Kingdom		904380		904380
DIABOND	Japan		H11-069230		4396576
DIABOND	Japan		5539/98		4369185
DIABOND	South Korea		1823/1998		40-442888
DIAMONEX CLEARSHIELD	Great Britain		1239129	2015-01-26	1239129