

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621580

<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>
STOPAQ B.V.		12/23/2020	Besloten Vennootschap (B.V.): NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seal for Life Industries US LLC		
<b>Street Address:</b>	100 Park Avenue, 31st floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4773374	OXITAPE	
<b>Registration Number:</b>	5133996	OXISUB	
<b>Registration Number:</b>	4889078	OXIFREE	
<b>Registration Number:</b>	4023505	OXIFREE METAL PROTECTION	
<b>Registration Number:</b>	5217733	OXIFREE POLYMELT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8322393600		
<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>	8322393828		
<b>Email:</b>	nytef@jonesday.com		
<b>Correspondent Name:</b>	H. Albert Liou		
<b>Address Line 1:</b>	Jones Day		
<b>Address Line 2:</b>	250 Vesey Street		
<b>Address Line 4:</b>	New York, NEW YORK 10281		
<b>NAME OF SUBMITTER:</b>	H. Albert Liou		
<b>SIGNATURE:</b>	/H. Albert Liou/		
<b>DATE SIGNED:</b>	01/21/2021		
<b>Total Attachments: 6</b>			

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*"), effective as of December 23rd, 2020 (the "*Effective Date*"), is made by and between STOPAQ B.V., a private company with limited liability governed by the laws of the Netherlands ("*Assignor*"), and Seal for Life Industries US LLC, a limited liability company formed under the laws of Delaware ("*Assignee*"). Assignee and Assignor are sometimes herein each referred to as a "*Party*" and collectively as the "*Parties*."

WHEREAS, Assignor and Assignee have entered into that certain Assignment Agreement, dated as of the Effective Date (as may be amended or restated from time to time, the "*Assignment Agreement*"), pursuant to which, among other things, Assignor agreed to sell, assign, transfer and deliver to Assignee certain intellectual property, as more fully described in the Assignment Agreement, on the terms and subject to the conditions set forth in the Assignment Agreement;

WHEREAS, the intellectual property includes, without limitation, the trademarks set forth on Annex A hereto (collectively, the "*Transferred Marks*"); and

WHEREAS, Assignor and Assignee now desire to enter into this Assignment to evidence the sale, assignment, transfer and delivery to Assignee of the Transferred Marks;

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

1. Assignment. Upon the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Transferred Marks, together with the goodwill connected with the use of and symbolized by the Transferred Marks, including common law rights, and all rights conferred by the Transferred Marks provided by international conventions and treaties, all rights of renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. No Warranties. Except as expressly provided in the Assignment Agreement, Assignor makes no warranties, express or implied, with respect to the Transferred Marks.

3. Recordal. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, and any other official of any applicable governmental authority, to record this Assignment and to issue any and all registrations from any and all applications for registration included in the Transferred Marks to and in the name of Assignee.

4. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Transferred Marks.

5. Interpretation. This Assignment is intended to implement the provisions of the Assignment Agreement, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or

remedies of any party thereunder. In case of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Assignment Agreement, the terms and conditions of the Assignment Agreement shall govern.

6. Amendment. Except as otherwise provided herein, no amendment, modification or supplement of any provision of this Assignment shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

7. Waiver. No provision of this Assignment shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party.

8. Counterparts, Electronic Signatures. This Assignment may be executed in two (2) or more counterparts and such counterparts taken together shall constitute one and the same agreement. This Assignment may be executed by electronic (.pdf) signatures, which signatures shall have the same force and effect as original signatures.

9. Descriptive Headings. The descriptive headings of this Assignment are for convenience only, and shall be of no force or effect in construing or interpreting any of the provisions of this Assignment.

10. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law provisions thereof that would result in the application of the law of any jurisdiction other than Delaware.

11. Severability. If any provision hereof should be held invalid, illegal or unenforceable in any respect in any jurisdiction, the Parties hereto shall substitute, by mutual consent, valid provisions for such invalid, illegal or unenforceable provisions which valid provisions in their economic effect are sufficiently similar to the invalid, illegal or unenforceable provisions that it can be reasonably assumed that the Parties would have entered into this Assignment with such valid provisions. In case such valid provisions cannot be agreed upon, the invalid, illegal or unenforceable provisions of this Assignment shall not affect the validity of this Assignment as a whole, unless the invalid, illegal or unenforceable provisions are of such essential importance to this Assignment that it is to be reasonably assumed that the Parties would not have entered into this Assignment without the invalid, illegal or unenforceable provisions.

12. Independent Contractors. The relationship between the Parties created by this Assignment is one of independent contractors and no Party shall have the power or authority to bind or obligate the others except as expressly set forth in this Assignment.

13. Expenses. Unless otherwise provided herein, all costs and expenses incurred in connection with this Assignment and the transactions contemplated hereby shall be paid by the Party which shall have incurred the same and the other Party shall have no liability relating thereto.

14. Third Party Beneficiaries. No person or entity other than the Parties hereto and their respective successors and permitted assigns shall be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Assignment.


15. No Strict Construction. This Assignment has been prepared jointly and shall not be strictly construed against any Party.

*[Signature Page Immediately Follows.]*

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

STOPAQ B.V.

By:   
Name: \_\_\_\_\_  
Title: Ingrid SOGAERTS  
Director

ASSIGNEE:

Seal for Life Industries US LLC

By:   
Name: \_\_\_\_\_  
Title: Mauricio Perini  
CFO

ANNEX A

Transferred Marks

Mark	Jurisdiction	Registration No.	Filing Date	Registration/Grant Date	Application Serial No.
OXIFREE	EU	011052339	2012-07-18	2012-12-19	N/A
OXITAPE	US	4,773,374	2013-06-03	2015-07-14	85949213
OXISUB	US	5,133,996	2013-06-10	2017-01-31	85955618
OXIFREE METAL PROTECTION	MX	1,409,849	2013-08-08	2013-11-04	N/A
POLYMELT	EU	014324164	2015-07-02	2015-10-29	N/A
OXIFREE	US	4,889,078	2015-06-11	2016-01-19	86659904
OXIFREE METAL PROTECTION (Stylized)	US	4,023,505	2010-03-23	2011-09-06	77965789
OXIFREE POLYMELT	US	5,217,733	2016-10-27	2017-06-06	87218406

