

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM619795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NYLONCRAFT, INC.		06/19/2020	Corporation: INDIANA
NYLONCRAFT OF MICHIGAN, LLC		06/19/2020	Limited Liability Company: MICHIGAN
WEIDPLAS NORTH AMERICA, LLC		06/19/2020	Limited Liability Company: DELAWARE
TECHNIPLAS, LLC		06/19/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TECHNIPLAS US LLC		
Street Address:	N44 W33341 Watertown Plank Rd.		
City:	Nashotah		
State/Country:	WISCONSIN		
Postal Code:	53058		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	0759381	N	
Registration Number:	0712465	N	
Registration Number:	0790848	NYLONCRAFT	
Registration Number:	0730355	NYLONCRAFT	
Serial Number:	86908151	DICKTEN MASCH PLASTICS	
Serial Number:	87351538	MAKING THE CONNECTED WORLD	
Serial Number:	74248891	TECHNIPLAS	
Serial Number:	87351559	TECHNIPLAS	
Serial Number:	87400617	TECHNIPLAS DIGITAL	
Serial Number:	87876228	COLORFUSE	
CORRESPONDENCE DATA			
Fax Number:	2128366463		
<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>			

OP \$265.00 0759381

Phone: 212-836-7828
Email: trademarkdocketing@arnoldporter.com
Correspondent Name: Paul C. Llewellyn
Address Line 1: 250 West 55th Street
Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER:	Paul C. Llewellyn
SIGNATURE:	/Paul C. Llewellyn/
DATE SIGNED:	01/12/2021

Total Attachments: 15

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is executed as of June 19, 2020 by and among Nyloncraft, Inc., an Indiana corporation (“NI”), Nyloncraft of Michigan, LLC, a Michigan limited liability company (“NM”), WEIDPLAS North America, LLC, a Delaware limited liability company (“WNA,” together with NI and NM, collectively, the “Assignors”) and Techniplas US LLC, a Delaware limited liability company (“Assignee”). Assignors and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.” Capitalized terms used but not defined in this Agreement have the meanings given such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors, certain affiliates of Assignors and Techniplas Acquisition Co, LLC, a Delaware limited liability company (“Techniplas Acquisition”), have entered into the Amended and Restated Stock and Asset Purchase Agreement, dated as of May 21, 2020, as amended by the First Amendment to the Amended and Restated Stock and Asset Purchase Agreement, dated June 12, 2020 (as may be amended from time to time, the “Purchase Agreement”), which sets forth, among other things, the terms of the sale, conveyance, assignment, transfer and delivery from Assignors to Techniplas Acquisition of the Transferred Assets, and assignment and delegation from Assignors to Techniplas Acquisition of all of the Assumed Liabilities;

WEHREAS, in accordance with that certain Assignment and Assumption Agreement, dated June 19, 2020, between Techniplas Acquisition, Assignee and certain of their Affiliates, Techniplas Acquisition assigned all of its rights, interests and obligations under the Purchase Agreement to Assignee and such Affiliates. Thereunder, Assignee specifically acquired and accepted all rights, interests and obligations related to the acquisition and assumption of the Transferred Assets and Assumed Liabilities;

WHEREAS, the Transferred Assets include certain of the Intellectual Property owned by Assignors as set forth on Exhibit A hereto (collectively, the “Acquired Intellectual Property”); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignors have agreed to sell, assign, transfer and convey to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignors, all of Assignors’ right, title, and interest in and to the Acquired Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein and in the Purchase Agreement, and intending to be legally bound, the Parties hereby agree as follows:

ASSIGNMENT AND ASSUMPTION

1.1 Conveyance. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, upon the terms and subject to the conditions set forth in the Purchase Agreement and the Sale Order, and for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which Assignors and Assignee hereby acknowledge, Assignors do hereby sell, transfer, assign, convey

and deliver to Assignee, effective as of the Closing, all of Assignors' rights, titles and interests in, to and under the Acquired Intellectual Property, free and clear of all Encumbrances (other than Permitted Encumbrances), as provided in the Purchase Agreement, and including without limitation, with respect to the Trademarks set forth in Exhibit A, that part of the goodwill of the business connected with the use of and symbolized by each such Trademark.

1.2 Assumption. In accordance with and subject to the provisions of the Purchase Agreement and this Agreement, Assignee does hereby purchase, acquire and accept the sale, assignment, transfer, conveyance and delivery of all of Assignors' right, title and interest in, to and under the Acquired Intellectual Property.

1.3 Recordation. Assignor shall reasonably cooperate with Assignee, at Assignee's cost and expense, with respect to Assignee's preparation of instruments to record Assignee as the owner of the Acquired Intellectual Property in the United States Patent and Trademark Office and any other applicable foreign Governmental Authority or registrar, in each case in form and substance reasonably acceptable to the Parties and in accordance with the applicable Laws of the jurisdiction to which such instrument pertains. Assignor hereby authorizes the United States Patent and Trademark Office and any other applicable foreign Governmental Authority or registrar to record Assignee as the owner of the Acquired Intellectual Property.

1.4 Excluded Assets. Assignors do not, and in no event shall Assignors be deemed to, sell, transfer, assign, convey or deliver, and Assignors do hereby retain, all of the entire right, title and interest to, in and under the Excluded Assets, as provided in Section 2.2 of the Purchase Agreement.

1.5 Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. The delivery of this Agreement shall not amend, affect, enlarge, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the representations, warranties, covenants, terms or provisions of the Purchase Agreement or any of the rights, remedies or obligations of Assignors or Assignee provided for therein or arising therefrom in any way, all of which shall remain in full force and effect in accordance with their terms. The representations, warranties, covenants, terms and provisions contained in the Purchase Agreement shall not be merged with or into this Agreement but shall survive the execution and delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall control.

1.6 Further Assurances.

(a) From time to time after the Closing, at the reasonable request of any Party and at such requesting Party's cost and expense, any other Party will, and will cause its respective Affiliates to, execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably require to evidence and effectuate the transactions contemplated by this Agreement.

(b) Promptly after the Closing (and in any event within thirty (30) days after Closing), Assignee shall file with the United States Patent and Trademark office and any other applicable foreign Governmental Authority or registrar all such documents as are reasonably necessary to record Assignee as the owner of the Acquired Intellectual Property.

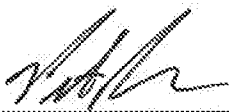
1.7 Incorporation By Reference. The terms set forth in Section 10.5 (Amendment and Modification), Section 10.7 (Notices), Section 10.8 (Interpretation), Section 10.10 (Parties in Interest), Section 10.11 (Governing Law), Section 10.12 (Submission to Jurisdiction), Section 10.15 (Assignment; Successors), Section 10.16 (Enforcement), Section 10.18 (Severability), Section 10.21 (Counterparts), and Section 10.22 (Facsimile or .pdf Signature) of the Purchase Agreement are incorporated by reference herein, except that, as applicable, any and all references to “this Agreement” shall mean and refer to this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Intellectual Property Assignment and Assumption Agreement to be effective as of the Closing.

ASSIGNORS:


NYLONCRAFT, INC.

By: 
Name: Peter Smidt
Title: Authorized Signatory

NYLONCRAFT OF MICHIGAN, LLC

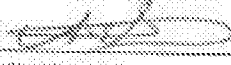
By: 
Name: Peter Smidt
Title: Authorized Signatory

WEIDPLAS NORTH AMERICA, LLC

By: 
Name: Peter Smidt
Title: Authorized Signatory

ASSIGNEE:

TECHNIPLAS US LLC

By: 
Name: Ali El-Haj
Title: Chief Executive Officer

{Signature Page to Intellectual Property Assignment Agreement}

Exhibit A

Acquired Intellectual Property

[See attached.]

Trademarks - Nyloncraft

Graphic	Mark	Office	Territory	App.No.	Reg. No.	Status	Class	Applicant	App. Date	Type	Reg. Date
NYLONCRAFT	NYLONCRAFT	US	US	72073420	730335	Ended	7	NYLONCRAFT, INC.	11/5/1959	Stylized characters	24-04-1962
NYLONCRAFT	NYLONCRAFT	US	US	72145582	730348	Registered	37	NYLONCRAFT, INC.	28-05-1962	Stylized characters	8/6/1962

TRADE MARK

AMENDMENT TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This AMENDMENT TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Amendment”) is made and entered into this 19th day of June, 2020, by and among Nyloncraft, Inc., an Indiana corporation (“NI”), Nyloncraft of Michigan, LLC, a Michigan limited liability company (“NM”), WEIDPLAS North America, LLC, a Delaware limited liability company (“WNA”, together with NI and NM, collectively, the “Original Assignors”), Techniplas, LLC, a Delaware limited liability company (“Techniplas,” together with the Original Assignors, collectively, the “Assignors”) and Techniplas US LLC, a Delaware limited liability company (“Assignee”). Assignors and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.” Capitalized terms used herein without definition shall have the meanings given to them in the Purchase Agreement (as defined below).

Recitals

WHEREAS, Assignors, certain affiliates of Assignors and Techniplas Acquisition Co, LLC, a Delaware limited liability company (“Techniplas Acquisition”), entered into that certain Amended and Restated Stock and Asset Purchase Agreement, dated as of May 21, 2020, as amended (as may be amended from time to time, the “Purchase Agreement”), which sets forth, among other things, the terms of the sale, conveyance, assignment, transfer and delivery from Assignors to Techniplas Acquisition of the Transferred Assets, and assignment and delegation from Assignors to Techniplas Acquisition of all of the Assumed Liabilities;

WEHREAS, in accordance with that certain Assignment and Assumption Agreement, dated June 19, 2020, between Techniplas Acquisition, Assignee and certain of their affiliates (the “Assignment”), Techniplas Acquisition assigned all of its rights, interests and obligations under the Purchase Agreement to Assignee and such affiliates;

WHEREAS, Assignee acquired and accepted all rights, interests and obligations related to the acquisition and assumption of the Transferred Assets and Assumed Liabilities pursuant to the terms of the Assignment;

WHEREAS, the Original Assignors and Assignee entered into that certain Intellectual Property Assignment Agreement on June 19, 2020 (the “IPA”); and

WHEREAS, the Parties desire to amend the IPA pursuant to Section 1.7 thereof to (i) include two additional trademarks to the Acquired Intellectual Property (as defined in the IPA) and (ii) include Techniplas as a party to the agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Additional Trademarks. The Parties hereby agree that two trademarks owned by NI, with registration numbers 759381 and 712465, are to be included in the Acquired Intellectual Property (as defined in the IPA). Exhibit A is amended and restated in its entirety as set forth on Exhibit A hereto.

2. Addition of Techniplas as Party. The Parties hereby agree that, in light of its ownership of certain Acquired Intellectual Property (as defined in the IPA), Techniplas shall be made a party to the IPA through this Amendment.

3. Effect of Amendment. Except as expressly set forth in this Amendment, all of the terms and provisions of the IPA shall remain in full force and effect.

4. Incorporation By Reference. The terms set forth in Section 10.5 (Amendment and Modification), Section 10.7 (Notices), Section 10.8 (Interpretation), Section 10.10 (Parties in Interest), Section 10.11 (Governing Law), Section 10.12 (Submission to Jurisdiction), Section 10.15 (Assignment; Successors), Section 10.16 (Enforcement), Section 10.18 (Severability), Section 10.21 (Counterparts), and Section 10.22 (Facsimile or .pdf Signature) of the Purchase Agreement are incorporated by reference herein.

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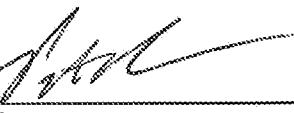
IN WITNESS WHEREOF, Assignors and Assignee have executed this Amendment to Intellectual Property Assignment and Assumption Agreement to be effective as of the date hereof.

ASSIGNORS:

NYLONCRAFT, INC.

By: 
Name: Peter Smidt
Title: Authorized Signatory


NYLONCRAFT OF MICHIGAN, LLC

By: 
Name: Peter Smidt
Title: Authorized Signatory

WEIDPLAS NORTH AMERICA, LLC

By: 
Name: Peter Smidt
Title: Authorized Signatory

TECHNIPLAS, LLC

By: 
Name: Peter Smidt
Title: Authorized Signatory

ASSIGNEE:

TECHNIPLAS US LLC

By: 

Name: Ali El-Haj

Title: Chief Executive Officer

EXHIBIT A

Acquired Intellectual Property

[See attached.]

Trademarks - Techniplas LLC

Graphic	Mark	Office	Territory	App. No.	Reg. No.	Status	Class	Applicant	App. Date	Type	Reg. Date
DICKTEN MASCH PLASTIC S	DICKTEN MASCH PLASTIC	US	US	86908151	5048970	Registered	40	TECHNIPLAS, LLC	15-02-2016	Word	27-09-2016
	TECHNIPLAS	MX	MX	1938349 -		Filed	7	TECHNIPLAS, LLC	28-08-2017	Word	-
	MAKING THE CONNECTED	MX	MX	1938340 -		Filed	9	TECHNIPLAS, LLC	28-08-2017	Word	-
	TECHNIPLAS	MX	MX	1938353 -		Filed	17	TECHNIPLAS, LLC	28-08-2017	Word	-
	TECHNIPLAS	MX	MX	1938354	1822567	Registered	40	TECHNIPLAS, LLC	28-08-2017	Word	22-11-2017
	MAKING THE CONNECTED	MX	MX	1938343	1820319	Registered	40	TECHNIPLAS, LLC	28-08-2017	Word	15-11-2017
	TECHNIPLAS	MX	MX	1938351	1879210	Registered	11	TECHNIPLAS, LLC	28-08-2017	Word	27-04-2018
	TECHNIPLAS	MX	MX	1938352	1879211	Registered	12	TECHNIPLAS, LLC	28-08-2017	Word	27-04-2018
	MAKING THE CONNECTED	MX	MX	1938338	1879206	Registered	11	TECHNIPLAS, LLC	28-08-2017	Word	27-04-2018
	MAKING THE CONNECTED	MX	MX	1938343	1879209	Registered	12	TECHNIPLAS, LLC	28-08-2017	Word	27-04-2018
	COLORFUSE	MX	MX	2054042 -		Filed	7	TECHNIPLAS, LLC	28-05-2018	Word	-
	COLORFUSE	MX	MX	2054052 -		Filed	10	TECHNIPLAS, LLC	28-05-2018	Word	-
	COLORFUSE	MX	MX	2054055 -		Filed	11	TECHNIPLAS, LLC	28-05-2018	Word	-
	COLORFUSE	MX	MX	2054058 -		Filed	12	TECHNIPLAS, LLC	28-05-2018	Word	-
	COLORFUSE	BR	BR	914809380 -		Filed	9	TECHNIPLAS, LLC	6/6/2018	Word	-
	COLORFUSE	BR	BR	914809920 -		Filed	11	TECHNIPLAS, LLC	6/6/2018	Word	-
	COLORFUSE	BR	BR	914809873 -		Filed	10	TECHNIPLAS, LLC	6/6/2018	Word	-
	COLORFUSE	BR	BR	914809792 -		Filed	7	TECHNIPLAS, LLC	6/6/2018	Word	-
	COLORFUSE	BR	BR	914809962 -		Filed	12	TECHNIPLAS, LLC	6/6/2018	Word	-
MAKING THE CONNECTED	TECHNIPLAS	MX	MX	1938350	1945467	Registered	9	TECHNIPLAS, LLC	28-08-2017	Word	12/11/2018
	MAKING THE CONNECTED	MX	MX	1938344	1941556	Registered	17	TECHNIPLAS, LLC	28-08-2017	Word	26-10-2018
	TECHNIPLAS	EM	EM	17153479	17153479	Registered	20-10-2018	TECHNIPLAS, LLC	28-08-2017	Word	20-10-2018
	MAKING THE CONNECTED	EM	EM	17153529	17153529	Registered	7,9,12,20,40	TECHNIPLAS, LLC	28-08-2017	Word	20-10-2018
	COLORFUSE	CH	CH	73654/2018	728762	Registered	7,9,10,11,12	Techniplas, LLC	24-05-2018	Word	15-04-2019
	COLORFUSE	EM	EM	17924797	17924797	Registered	7,9,10,11,12	TECHNIPLAS, LLC	29-06-2018	Word	15-03-2019
	MAKING THE CONNECTED	MX	MX	1938332	1938315	Registered	7	TECHNIPLAS, LLC	28-08-2017	Word	26-03-2019
MAKING THE CONNECTED	MAKING THE CONNECTED	US	US	87351538 -		Filed	7,11,12,17,41	TECHNIPLAS, LLC	27-02-2017	Word	-
	MAKING THE CONNECTED	US	US	87351538 -		Filed	7,9,11,12	TECHNIPLAS, LLC	13-04-2018	Word	-
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	TECHNIPLAS	BR	BR	913286754 -		Ended	40	TECHNIPLAS, LLC	25-08-2017	Word	16-04-2019
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	TECHNIPLAS DIGITAL	US	US	87400617 -		Filed	7,11,12,17,41	TECHNIPLAS, LLC	6/4/2017	Word	-

TECHNIPLAS

TECHNIPLAS	US	US	87351559 -	Filed	7.11.12.17/4/TECHNIPLAS, LLC	27-02-2017	Word	-
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MAKING THE CONNECTED	BR	BR	913288756 -	Ended	12 TECHNIPLAS, LLC	25-08-2017	Word	-
MAKING THE CONNECTED	BR	BR	913288730 -	Ended	9 TECHNIPLAS, LLC	25-08-2017	Word	-
TECHNIPLAS	BR	BR	913288535 -	Ended	9 TECHNIPLAS, LLC	25-08-2017	Word	-
MAKING THE CONNECTED	BR	BR	913288772 -	Ended	40 TECHNIPLAS, LLC	25-08-2017	Word	-
TECHNIPLAS	US	US	74248391	Registered	40 TECHNIPLAS, LLC	24-02-1992	Word	11/24/1992

Trademarks - Nyloncraft

Graphic	Mark	Office	Territory	App.No.	Reg. No.	Status	Class	Applicant	App. Date	Type	Reg. Date
	NYLONCRAFT	US	US	72073420	730355	Ended	7	NYLONCRAFT, INC.	11/5/1959	Stylized characters	24-04-1962
	NYLONCRAFT	US	US	72145582	730348	Registered	37	NYLONCRAFT, INC.	28-05-1962	Stylized characters	8/6/1962
	N				712465	Registered		NYLONCRAFT, INC.	5/11/1959		3/14/1961
	N				759381	Registered		NYLONCRAFT, INC.	5/28/1962		10/29/1963

TRADEMARK