

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM630970

<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>
TEX-TECH INDUSTRIES, INC.		01/28/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DUPONT SAFETY & CONSTRUCTION INC.		
<b>Street Address:</b>	974 CENTRE ROAD		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19805		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3739218	CORE MATRIX TECHNOLOGY	
<b>Registration Number:</b>	4501355	PUNCTUREX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3023518771		
<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>	302-774-1000		
<b>Email:</b>	DuPont.Trademarks@dupont.com		
<b>Correspondent Name:</b>	DUPONT SAFETY & CONSTRUCTION INC.		
<b>Address Line 1:</b>	974 CENTRE ROAD		
<b>Address Line 4:</b>	WILMINGTON, DELAWARE 19805		
<b>ATTORNEY DOCKET NUMBER:</b>	TM0006764USNF		
<b>NAME OF SUBMITTER:</b>	PATRICIA T. PANARIELLO		
<b>SIGNATURE:</b>	/Patricia T. Panariello/		
<b>DATE SIGNED:</b>	03/10/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of January 29, 2021 (“**Effective Date**”), is entered into by and between Tex-Tech Industries, Inc., a Delaware corporation (“**Assignor**”) and DuPont Safety & Construction, Inc., a Delaware corporation (“**Assignee**”).

### W I T N E S S E T H:

WHEREAS, Assignor, Assignee, and DuPont Specialty Products USA, LLC have entered into an Asset Purchase Agreement dated as of the date hereof (the “**APA**”), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, among other things, the Assigned IPR;

WHEREAS, all trademark registrations and applications for registration included in the Assigned IPR are set forth on Schedule A (collectively, the “**Transferred Marks**”);

WHEREAS, Assignor is the owner of the Transferred Marks and all goodwill associated therewith; and

WHEREAS, pursuant to the APA, Assignor agrees to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor’s entire right, title and interest in and to the Transferred Marks, and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment and in the APA, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the APA, Assignor, as of the Effective Date, hereby irrevocably assigns, transfers, sells and conveys to Assignee, and its successors and assigns, and Assignee hereby accepts, Assignor’s entire right, title and interest in and to the Transferred Marks, and any renewals thereof, all registrations that have been or may be granted thereon, all common law rights thereto and all goodwill associated therewith or symbolized thereby, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with (A) the right to prosecute, register, maintain and defend the Transferred Marks before any public or private agency, office or registrar; (B) the right, if any, to claim priority based on the filing dates of any Transferred Marks under the laws of any jurisdiction and/or under international conventions or treaties; (C) the rights to all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Transferred Marks, including the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation, dilution or other violation; (D) all rights to collect income, royalties, damages and other payments now or hereafter due or payable under or on account of the Transferred Marks; (E) the right to fully and entirely stand in place of Assignor in all matters related thereto

and (F) all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Transferred Marks.

2. Cooperation. Assignor shall, at its expense, take reasonable actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Trademark Assignment and to perfect Assignee's title in and to those Transferred Marks assigned to it hereunder.

3. Recordation. Assignee shall be solely responsible for all actions whatsoever, including but not limited to taxes, attorneys' fees and trademark office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the Transferred Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Assignee of the Transferred Marks. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

4. Governing Law. This Trademark Assignment shall be governed by the governing law and venue provisions of Section 7.8 of the APA.

5. General Provisions. All capitalized terms used in this Trademark Assignment and not defined herein shall have the meanings set forth in the APA. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment. This Trademark Assignment, along with its Schedule and the APA and its Schedules and Exhibits and the other Ancillary Agreements, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Trademark Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment shall not waive any of its rights under such terms or provisions. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the APA and this Trademark Assignment, the provisions of the APA shall control.

**[Remainder of this page intentionally left blank]**

WHEREFORE, Assignor and Assignee have duly executed this Trademark Assignment on the date indicated below.

Date: January 28, 2021

ASSIGNOR

TEX-TECH INDUSTRIES, INC.

By

Peter Manos

Name: Peter Manos

Title: Chairman of the Board of  
Directors and Secretary

State of Maryland )  
ss.:

County of Prince Georges )

On the \_\_\_\_ day of January in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared, Peter Manos, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

Deneshea L Phelps  
Notary Public

My commission expires: Sept. 10, 2024

Dated: 1/28/2021




9-10-2024

[Signature Page to Trademark Assignment]

Date: January 29, 2021

**ASSIGNEE**

**DUPONT SAFETY & CONSTRUCTION, INC.**

By   
Name: Rose Lee  
Title: President, Safety & Construction

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 007216 FRAME: 0321**

## SCHEDULE A

### TRANSFERRED MARKS

Legal/Registered Owner	Mark Name	Territory Code	Status	Filing Date	Application No.	Granted Date	Registration No.
Tex-Tech, Industries, Inc.	Core Matrix Technology	US	Registered	15-MAY-2009	77737777	19-JAN-2010	3739218
Tex-Tech, Industries, Inc.	PunctureX	US	Registered	09-AUG-2013	86033886	25-MAR-2014	4501355