

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris International Laboratories, Inc.		04/13/2021	Corporation: ARKANSAS
RECEIVING PARTY DATA			
Name:	CRC Industries, Inc.		
Street Address:	885 Louis Drive		
City:	Warminster		
State/Country:	PENNSYLVANIA		
Postal Code:	18974		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6191216	SAFR	
Registration Number:	6033342	THERMOCURE	
Registration Number:	6087185	SAFE-ERASE	
Registration Number:	3654593	EVAPO-RUST	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2152799389		
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A LaVine		
Address Line 1:	100 Front Street, Suite 100		
Address Line 2:	One Tower Bridge		
Address Line 4:	Conshohocken, PENNSYLVANIA 19428		
NAME OF SUBMITTER:	Jordan LaVine		
SIGNATURE:	/jordan lavine/		
DATE SIGNED:	05/12/2021		
Total Attachments: 5			
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ASSIGNMENT OF REGISTERED TRADEMARKS

This **ASSIGNMENT OF REGISTERED TRADEMARKS** (“Trademark Assignment”), dated as of April 13, 2021, is made by Harris International Laboratories, Inc., an Arkansas corporation (“Assignor”), in favor of CRC Industries, Inc., a Pennsylvania corporation (“Assignee”), pursuant to that certain Asset Purchase Agreement between Assignee, Assignor and David Harris, dated as of the date hereof (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and

indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

**HARRIS INTERNATIONAL
LABORATORIES, INC.**

By: 
Name: David Harris
Title: President

Address for Notices:
2078 Ford Avenue
Springdale, AR 72764
Attention: David Harris

Agreed and Accepted:

ASSIGNEE:

CRC INDUSTRIES, INC.

By: _____
Name: Perry M. Cozzone
Title: President

Address for Notices:
Care of: Berwind Corporation
2929 Walnut Street
Suite 900
Philadelphia, Pennsylvania 19104
Attention: Saul Treiman

[Signature Page to Assignment of Registered Trademarks]

**TRADEMARK
REEL: 007290 FRAME: 0014**

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CRC INDUSTRIES, INC.

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Name: Perry M. Cozzone
Title: President

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Schedule 1

ASSIGNED REGISTERED TRADEMARKS

1. SAFR, Reg. No. 6191216; Filed 2020
2. Thermocure, Reg. No. 6033342; Filed 2020
3. Safe-Erase, Reg. No. 6087185; Filed 2020
4. Evapo-Rust, Reg. No. 3654593; Filed 2009; Renewed 2019