

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STELLAR MATERIALS INCORPORATED		01/01/2012	Corporation:
RECEIVING PARTY DATA			
Name:	Phoscrete Corporation		
Street Address:	1800 NW 15TH AVE		
Internal Address:	SUITE 130		
City:	POMPANO BEACH		
State/Country:	FLORIDA		
Postal Code:	33069		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73817006	PHOSCRETE	
CORRESPONDENCE DATA			
Fax Number:	561-420-05		
<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:	561-420-0595		
Email:	brian.mintz@phoscrete.com		
Correspondent Name:	Brian Mintz		
Address Line 1:	1800 NW 15th Ave, Suite 130		
Address Line 4:	Pompano Beach, FLORIDA 33069		
NAME OF SUBMITTER:	Brian Mintz		
SIGNATURE:	/BrianMintz/		
DATE SIGNED:	12/16/2021		
Total Attachments: 4			
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OP \$40.00 73817006

BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (the "**Agreement**") is effective as of January 1, 2012 between **PHOSCRETE CORPORATION**, a Florida corporation ("**Phoscrete**"), and **STELLAR MATERIALS INCORPORATED**, a Michigan corporation ("**Stellar**").

NOW, THEREFORE, in exchange for the Purchase Price (as defined below) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Assignment. Stellar does hereby irrevocably sell, convey, assign, transfer, and deliver to Phoscrete and its successors and assigns forever, and Phoscrete hereby accepts from Stellar, good and marketable title and all of Stellar's right, title and interest, legal and equitable, in and to all of (a) Stellar's intellectual property, including without limitation all patents, copyrights, design rights, trademarks, service marks, trade names, trade secrets, know how, inventions, discoveries, data (including data from scientific and engineering studies and other research), information, specifications, processes, methods, techniques, materials, technology, results, information technology, and all other information and know-how, whether or not patentable or protected as a trade secret, and other intellectual property rights of any kind and nature (collectively, the "**Concrete Repair IP**"), relating to the concrete-repair products described in more detail on Exhibit A hereto (the "**Products**"); and (b) all of Stellar's tangible and other intangible assets relating to the Products, including without limitation all contracts and contract rights, files, books and records, customer information, inventory, goods, packaging materials and all other assets used or to be used by Stellar in connection with the Products (together with the Concrete-Repair IP, the "**Transferred Assets**"), effective as of the date of this Agreement, free and clear of all liens, claims, security interests, mortgages, charges, encumbrances and other restrictions. This Agreement shall constitute an assignment of Stellar's entire right, title, and interest in and to the Transferred Assets owned by it for which an assignment is necessary or appropriate to transfer such right, title and interest; provided, however, that with respect to any contract or contract right for which consent by a third party to such assignment is required, the assignment of such contract or contract right shall be subject to receipt of such consent.

2. Purchase Price. Phoscrete shall pay to Stellar cash in the amount of One Thousand Dollars (\$1,000.00) (the "**Purchase Price**") for the Transferred Assets.

3. Further Assurances. Stellar, for itself, its successors and assigns, hereby covenants and agrees that at any time and from time to time hereafter upon the written request of Phoscrete, Stellar will do, execute, acknowledge, deliver or file, or cause to be done, executed, acknowledged, delivered or filed, all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required or requested by Phoscrete in order to better sell, grant, bargain, convey, confirm, assign, transfer and deliver to, and vest in, Phoscrete, its successors and assigns, or to aid and assist Phoscrete in collecting or reducing to possession, any or all of the Transferred Assets.

4. Binding Effect; Governing Law. This Agreement shall be binding upon and inure to the benefit of Stellar and Phoscrete and to their respective successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the choice of law provisions thereof.


5. No Impairment of Related Agreements. This Agreement shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in any other agreement between Phoscrete and Stellar relating to the Products, including without limitation the Manufacturing Agreement, License Agreement and Services Agreement, each effective as of January 1, 2012, between Phoscrete and Stellar.

6. Counterparts. This Agreement may be executed by facsimile, in two or more counterparts, and with counterpart signature pages, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.


(Signatures appear on the following page)

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

PHOSCRETE CORPORATION,
a Florida corporation

By: 
Name: DAVID MINTZ
Title: PRESIDENT

STELLAR MATERIALS INCORPORATED,
a Michigan corporation

By: 
Name: NEIL MINTZ
Title: CEO