# CH \$1090.00 872809

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM721573

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Advanced Concrete Technologies LLC		02/01/2021	Limited Liability Company: UTAH

### **RECEIVING PARTY DATA**

Name:	Adhesives Technology Corporation
Street Address:	450 E Copans Rd.
City:	Pompano Beach
State/Country:	FLORIDA
Postal Code:	33064
Entity Type:	Corporation: FLORIDA

### **PROPERTY NUMBERS Total: 43**

Property Type	Number	Word Mark	
Serial Number:	87280983	(SIRE)	
Serial Number:	86571090	PROTEC	
Serial Number:	86961637	ULTRA-HARD	
Serial Number:	87020556	ULTRA-GUARD	
Serial Number:	87280987	SURFACE DENSIFIER (NL)	
Serial Number:	87280989	SURFACE DENSIFIER (TS)	
Serial Number:	87280992	SURFACE GUARD	
Serial Number:	87280997	TETRA SILICA	
Serial Number:	77500557	NANO LITHIUM	
Serial Number:	77500910	META-LITHIUM	
Serial Number:	77499543	FLORSIL	
Serial Number:	77500972	ULTRAFLOR	
Serial Number:	86504878	ULTRAFLOR	
Serial Number:	87157174	ULTRAFLOR	
Serial Number:	87157288	ULTRAFLOR	
Serial Number:	87157368	ULTRAFLOR	
Serial Number:	77748091	NL	
Serial Number:	85080818	PENTRA	
Serial Number:	85080835	PENTRA-GUARD	
	•	TRADEMARK	

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Property Type	Number	Word Mark	
Serial Number:	77775097	FLOR-GUARD	
Serial Number:	77748075	POLYLITH	
Serial Number:	77775116	TRANSIL	
Serial Number:	87439580	TRANSIL	
Serial Number:	77748104	NANOLITHIUM	
Serial Number:	85080828	PENTRA-SIL	
Serial Number:	85082699	FLOR-SIL	
Serial Number:	85385361	PENTRA-HARD	
Serial Number:	87410592	HYDRA	
Serial Number:	87544542	ULTRA-CRETE	
Serial Number:	87544545	ULTRA-POLY	
Serial Number:	87544521	SURFACE-HARD	
Serial Number:	87544536	SURFACE-FINISH	
Serial Number:	87544475	ULTRA-SURFACES	
Serial Number:	87858220	PENTRA-SHIELD	
Serial Number:	87858227	PENTRA-FINISH	
Serial Number:	87858233	PENTRA-PEL	
Serial Number:	88070377	SURFACE DENSIFIER (NLS)	
Serial Number:	88392376	CONVERGENT	
Serial Number:	88392788	CONVERGENT	
Serial Number:	88392757		
Serial Number:	88392795		
Serial Number:	88394346	COLORFAST BY CONVERGENT	
Serial Number:	88394352	LITHOTONE	

### **CORRESPONDENCE DATA**

**Fax Number:** 8013753865

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.

**Phone:** (801)375-6600

**Email:** djp.ipmail@dentons.com **Correspondent Name:** Brick G. Power, Dentons

**Address Line 1:** 3301 N. Thanksgiving Way, Suite 400

Address Line 4: Lehi, UTAH 84043

ATTORNEY DOCKET NUMBER: 27050-2

NAME OF SUBMITTER: Brick G. Power

SIGNATURE: /brick g power/

DATE SIGNED: 04/15/2022

**Total Attachments: 7** 

source=Assignment from Advanced Concrete Technologies to Adhesives Technology Corporatoin#page1.tif source=Assignment from Advanced Concrete Technologies to Adhesives Technology Corporatoin#page2.tif source=Assignment from Advanced Concrete Technologies to Adhesives Technology Corporatoin#page3.tif source=Assignment from Advanced Concrete Technologies to Adhesives Technology Corporatoin#page4.tif source=Assignment from Advanced Concrete Technologies to Adhesives Technology Corporatoin#page5.tif source=Assignment from Advanced Concrete Technologies to Adhesives Technology Corporatoin#page6.tif source=Assignment from Advanced Concrete Technologies to Adhesives Technology Corporatoin#page7.tif

### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment"), dated February 1, 2021, is entered into by and between Advanced Concrete Technologies LLC, a Utah limited liability company (the "Assignor"), and Adhesives Technology Corporation, a Florida corporation (the "Assignee"). This Trademark Assignment is being executed pursuant to an Asset Purchase Agreement dated of even date herewith, by and among the Assignor, the Assignee and the other parties thereto (the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Trademark Assignment shall have the meanings assigned to them in the Purchase Agreement.

### **RECITALS**

WHEREAS, the Assignor is the owner of all rights, title, and interests in the trademarks set forth in the attached **Schedule A** (the "**Marks**");

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor's rights, title, and interests in and to the Marks;

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

- 1. The Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee hereby accepts, the Assignor's entire right, title and interest, whether now existing or hereafter acquired, in and to the Marks, together with all the associated goodwill of its business symbolized by the Marks, and all applications and registrations of the Marks, subject to applicable licenses, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Marks, including infringement of the Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee's own name; provided that, with respect to United States intent-to-use trademark applications set forth in Schedule A, the transfer of such applications accompanies the transfer of the Assignor's business, or portion of the business to which the intent-to-use trademark application pertains, and that business is ongoing and existing.
- 2. The Assignor will provide to the Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance, and do all acts and take such further action, including the execution, acknowledgment and delivery of such additional documents as the Assignee may reasonably request and as may be required under the applicable trademark laws and requirements, to carry out and fulfill the purposes and intent of this Trademark Assignment.
- 3. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.
- 4. All matters relating to the interpretation, construction, validity and enforcement of this Trademark Assignment shall be governed by and construed in accordance with the domestic

laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

- 5. Whenever possible, each provision of this Trademark Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Trademark Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trademark Assignment.
- 6. This Trademark Assignment may be executed in 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 this Trademark Assignment by facsimile transmission or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR: Advanced Concrete Technologies LLC
By: Docusigned by:  By: Breakle 162440
Name: Dal Hills
Title: Manager
ASSIGNEE: Adhesives Technology Corporation
By:
Name: John Knudsen
Title: Vice President of Finance

[Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

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By: \_\_\_\_\_

Name: Dal Hills

Title: Manager

ASSIGNEE: Adhesives Technology Corporation

By∶

Name: John Knudsen

Title: Vice President of Finance

[Trademark Assignment]

## SCHEDULE A

### Marks

		Advanced (	Advanced Concrete Technologies LLC Trademark Applications/Registrations	ologies LLC Registrations			
DJP Ref.	Jurisdiction	Trademark	App. No.	Date Filed	Reg. No.	Date Reg'd	Status
27050-1010WO	Int'l	PENTRA-HARD	A0058612	May 4, 2016		1	
27050-1015US	US	SIRE	87/280,983	Dec 26, 2016	5279969	Sep 5, 2017	Registered
27050-1017US	$^{ m SU}$	PROTEC	86/571,090	20-Mar-15			Abandoned
27050-1020US	US	ULTRA-HARD	86/961,637	Apr 1, 2016			Allowed
27050-1021US	$^{ m SU}$	ULTRA-GUARD	87/020,556	Apr 30, 2016			Allowed
27050-1022US	US	SURFACE DENSIFIER (NI.)	87/280,987	Dec 26, 2016			Allowed
27050-1023US	US	SURFACE	87/280,989	Dec 26, 2016			Allowed
		DENSIFIER (TS)					
27050-1024US	US	SURFACE GUARD	87/280,992	Dec 26, 2016			Abandoned
27050-1025US	US	TETRA SILICA	87/280,997	Dec 26, 2016			Allowed
27050-TM2636US	US	NANO LITHIUM	77/500,557	Jun 17, 2008	3685041	Sep 22, 2009	Registered
27050-TM2637US	US	META-LITHIUM	77/500,910	Jun 17, 2008			Abandoned
27050-TM2638US	US	FLORSIL	77/499,543	Jun 13, 2008			Abandoned
27050-TM2654US	US	ULTRAFLOR	77/500,972	Jun 17, 2008			Abandoned
27050-2654US01	US	ULTRAFLOR	86/504,878	Jan 15, 2015			Abandoned
27050-2654US02	$\overline{\mathrm{US}}$	ULTRAFLOR - class 037	87/157,174	Aug 31, 2016	5332837	Nov 14, 2017	Registered
27050-2654US03	US	ULTRAFLOR	87/157,288	Aug 31, 2016	5332839	Nov 14, 2017	Registered
27050-2654US04	US	ULTRAFLOR	87/157,368	Aug 31, 2016	5332840	Nov 14, 2017	Registered
27050-TM2725US	US	NL	77/748,091	May 29, 2009			Abandoned
27050-TM2726US	US	PENTRA	85/080,818	Jul 8, 2010	4018165	Aug 30, 2011	Registered
27050-TM2727US	US	PENTRA-GUARD	85/080,835	Jul 8, 2010	4018167	Aug 30, 2011	Registered

Pending			Apr 18, 2019	88/392,788	Convergent	US	27050-1036US35
			Apr 18, 2019	88/392,376	Convergent	US	27050-1036US
			Aug 8, 2018	88/070,377	SURFACE DENSIFIER (NLS)	US	27050-1035US
			Mar 31, 2018	87/858,233	PENTRA-PEL	US	27050-1034US
	Oct 29, 2018	467787			PENTRA-FINISH	Paraguay	
	Oct 30, 2018	912600152			PENTRA-FINISH (Int'l Cl. 2)	Brazil	
	Oct 30, 2018	912600101			PENTRA-FINISH (Int'l Cl. 1)	Brazil	
			Mar 31, 2018	87/858,227	PENTRA-FINISH	US	27050-1033US
~	Nov 13, 2018	5606447	Mar 31, 2018	87/858,220	PENTRA-SHIELD	US	27050-1032US
			Jul 26, 2017	87/544,475	ULTRA-SURFACES	US	27050-1031US
			Jul 26, 2017	87/544,536	SURFACE-FINISH	US	27050-1030US
			Jul 26, 2017	87/544,521	SURFACE-HARD	US	27050-1029US
			Jul 26, 2017	87/544,545	ULTRA-POLY	US	27050-1028US
			Jul 26, 2017	87/544,542	ULTRA-CRETE	US	27050-1027US
			Apr 13, 2017	87/410,592	HYDRA	US	27050-1026US
	Feb 4, 2014	4478464	Jul 30, 2011	85/385,361	PENTRA-HARD	US	27050-TM1010US
	Feb 22, 2011	3923089	Jul 12, 2010	85/082,699	FLOR-SIL	US	27050-TM1001US
	Oct 30, 2018	912599928			PENTRA-SIL (Int'l Cl. 2)	Brazil	
	Oct 30, 2018	912599812			PENTRA-SIL (Int'l Cl. 1)	Brazil	
l '	Aug 30, 2011	4018166	Jul 8, 2010	85/080,828	PENTRA-SIL	US	27050-TM1000US
١٠.	Nov 26, 2015	42015501422	Mar 16, 2015	42015501422	NANOLITHIUM	Philippines	27050-2733PH
	Sep 27, 2011	4032053	May 29, 2009	77/748,104	NANOLITHIUM	US	27050-TM2733US
8	Nov 13, 2018	5604204	May 6, 2017	87/439,580	TRANSIL	$\mathbf{U}\mathbf{S}$	27050-2731US
			Jul 6, 2009	77/775,116	TRANSIL	US	27050-TM2731US
			May 29, 2009	77/748,075	POLYLITH	US	27050-TM2729US
			Jul 6, 2009	77/775,097	FLOR-GUARD	US	27050-TM2728US
1							

			Paraguay				Brazil	27050-1039US US		27050-1038US US	27050-1037US35 US	27050-1037US US
Design	TECHNOLOGIES &	CONCRETE	CONVERGENT	Design	TECHNOLOGIES &	CONCRETE	CONVERGENT	LithoTONE	Convergent	Colorfast by	Convergent Logo	Convergent Logo
								88/394,352		88/394,346	88/392,795	88/392,757
								Apr 19, 2019		Apr 19, 2019	Apr 18, 2019	Apr 18, 2019
			468489				912599707					
			June 25, 2018   Registered				Oct 30, 2018					
			Registered				Registered	Pending		Pending	Pending	Pending

TRADEMARK REEL: 007693 FRAME: 0476

**RECORDED: 04/15/2022**