

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fiberesin Industries, Inc.		09/28/2022	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	ABET USA, Inc.		
Street Address:	N48W37031E Wisconsin Ave		
City:	Oconomowoc		
State/Country:	WISCONSIN		
Postal Code:	53066-3146		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6006573	PROPIGMENT	
Registration Number:	5135912	STONEWOOD	
Registration Number:	3381321	EDGEMOLD	
Registration Number:	1021520	FIBERESIN	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	312 977 4400		
Email:	ljewett@nixonpeabody.com		
Correspondent Name:	Janet Garetto of Nixon Peabody LLP		
Address Line 1:	70 West Madison Street, Suite 5200		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Janet Garetto		
SIGNATURE:	/Janet M. Garetto/		
DATE SIGNED:	10/27/2022		
Total Attachments: 4			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

September 28, 2022

Reference is made to that certain Asset Purchase Agreement dated as of June 2, 2022 (the "*Purchase Agreement*"), by and between Fiberesin Industries, Inc., a Wisconsin corporation ("*Seller*"), and ABET USA, Inc., a Delaware corporation ("*Buyer*"). Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Buyer has agreed to pay, perform and discharge as and when due, the Assumed Liabilities of the Seller.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Buyer and Seller hereby agree as follows:

1. Assignment. As of the Effective Time, Seller hereby assigns, grants, bargains and transfers to Buyer, for good and valuable consideration, all of Seller's right, title and interest in and to the Purchased Assets, including but not limited to, the Assumed Contracts, and including for the purposes of this Assignment and Assumption Agreement, the Seller's goodwill, right, title and interest in and to the trademarks listed on the attached Schedule A (hereinafter referred to as "*Trademarks*") as referenced in Section 2.1(c) of the Purchase Agreement (the "*Assignment*"), and Buyer hereby accepts the Assignment.

2. Assumption. As of the Effective Time, Buyer hereby (a) accepts the Assignment and (b) assumes, and agrees to discharge and perform when due, the Assumed Liabilities.

3. Purchase Agreement. The undersigned acknowledge and agree that this Assignment and Assumption Agreement is an ancillary document to the Purchase Agreement required to confirm the Closing pursuant to Sections 4.3(a) and 4.4(a) of the Purchase Agreement, and is subject, in all respects to the terms and conditions thereof. It is not intended to, and does not, amend, modify, terminate or waive any of the provisions of the Purchase Agreement in any respect. In the event of any conflict between any provision set forth in this Assignment and Assumption Agreement and any provision set forth in the Purchase Agreement, the provisions set forth in the Purchase Agreement shall control.

4. Governing Law. This Assignment and Assumption Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to principles of choice of law or conflicts of law thereunder that would apply the law of another jurisdiction.

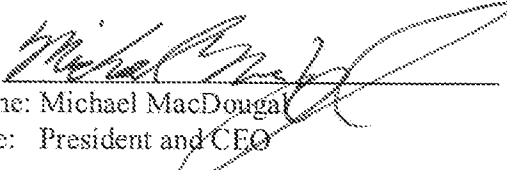
5. Counterparts. This Assignment and Assumption Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. A facsimile or portable document format (.pdf) copy of the signature of a party to this Assignment and Assumption Agreement on any such counterpart shall be fully effective as if an original signature.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be duly executed the day and year first mentioned above.

SELLER:

FIBERESIN INDUSTRIES, INC.

By:


Name: Michael MacDougal

Title: President and CEO

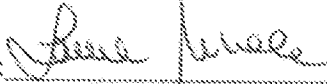
[Signature Page to Assignment and Assumption Agreement -- Seller]

TRADEMARK
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IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be duly executed the day and year first mentioned above.

BUYER:

ABET USA, INC.

By: 

Name: Laura Mazzola

Title: President

[Signature Page to Assignment and Assumption Agreement - Buyer]

SCHEDULE A

COUNTRY	TRADEMARK/ REGISTRATION NO.
United States	PROPIGMENT Reg. No. 6006573
United States	STONEWOOD Reg. No. 5135912
United States	EDGEMOLD Reg. No. 3381321
United States	FIBERESIN Reg. No. 1021520