

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instant Asphalt Inc. dba Metacrylics		10/29/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Applied Coatings, Inc.		
Street Address:	3360 De La Cruz Blvd.		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1320716	METACRYLICS	
Registration Number:	4083958	EXTREME WEATHER	
Registration Number:	6323082	Q COAT	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	310-282-2000		
Email:	trademarks@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	Loeb & Loeb LLP		
Address Line 2:	10100 Santa Monica Blvd., Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Brianna Cloud		
SIGNATURE:	/Brianna Cloud/		
DATE SIGNED:	11/08/2022		
Total Attachments: 4			
source=Signed TM Assign EX ZG#page1.tif			
source=Signed TM Assign EX ZG#page2.tif			

OP \$90.00 1320716

source=Signed TM Assign EX ZG#page3.tif

source=Signed TM Assign EX ZG#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into this 29th day of October, 2021 and shall be effective on the Closing Date (the "Effective Date") by and between Instant Asphalt Inc., a California corporation d/b/a Metacrylics ("Assignor"), and Applied Coatings, Inc., a California corporation ("Assignee"). Assignor and Assignee, among others, have entered into that certain Asset Purchase Agreement, dated as of September 30, 2021 (the "Asset Purchase Agreement"). Defined terms used in this Agreement and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Assignor is the owner of the trademarks, registrations and applications for registration set forth in Schedule C-3-A attached hereto (collectively, the "Scheduled Trademarks");

WHEREAS, Assignee desires to acquire certain trademarks, service marks and other source identifying designations of the Assignor, together with the goodwill associated therewith, including but not limited to the Scheduled Trademarks, as successor to the Business to which such marks pertain;

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets and assume certain liabilities of Assignor, as described therein;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor and Assignee enter into this Trademark Assignment;

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Scheduled Trademarks and other marks used by Assignor in connection with the Business, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the recitals, and the mutual representations, warranties, covenants and agreements set forth in this Agreement, the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefor, and the Business to which such Scheduled Trademarks pertain, and other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

Execution Copy

b. All right, title and interest in and to all other trademarks, service marks or other source identifying designations of Assignor used solely by Assignor in connection with the Business, other than those set forth in Schedule C-3-A (the "Unscheduled Trademarks"), together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefor, and the Business to which they pertain, and or other rights which may be granted thereon on or as a result thereof in the United States and any and all other countries; and

c. The right to apply for registrations and to sue and obtain damages, profits, and any other available relief, for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks and Unscheduled Trademarks.

2. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action to register, evidence, perfect and/or exercise the rights conveyed hereunder, as may be reasonably requested by Assignee.

3. All the terms, covenants and conditions in this Trademark Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

4. Assignor, for itself and its successors and assigns hereby covenants that Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

5. The terms of the Asset Purchase Agreement are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Notwithstanding anything to the contrary, nothing in this Trademark Assignment shall be deemed to enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Trademark Assignment as provided herein, subject to the limitations set forth in, the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

[Signature page follows]

Execution Copy

In witness whereof, the undersigned have signed this Trademark Assignment as of the date provided above.

INSTANT ASPHALT INC.



By _____
NAME: Zhana Goldblatt
TITLE: Chief Financial Officer

APPLIED COATINGS, INC.



By _____
NAME: KENNETH E. ROWELL
TITLE: PRESIDENT

Execution Copy

SCHEDULE C-3-A
TO
TRADEMARK ASSIGNMENT

The following registered trademarks and service marks in the name of Instant Asphalt Inc., a California corporation d/b/a Metacrylics:

METACRYLICS	Registration No.	1320716
-------------	------------------	---------

EXTREME WEATHER	Registration No.	4083958
-----------------	------------------	---------

Q COAT	Registration No.	6323082
--------	------------------	---------