

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789204

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/11/2002
RESUBMIT DOCUMENT ID:	900748266

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Peter Huyser		09/27/2022	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Decorative Films LLC
Street Address:	3909 Cornell Place
City:	Frederick
State/Country:	MARYLAND
Postal Code:	21703
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3964239	SOLYX

CORRESPONDENCE DATA

Fax Number: 3016683074
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: 301-668-3073
Email: uspto@levequeip.com
Correspondent Name: Leveque IP Law, P.C.
Address Line 1: 241 E 4th St, Suite 102
Address Line 4: Frederick, MARYLAND 21701

NAME OF SUBMITTER:	Renee' Michelle Leveque
SIGNATURE:	/Renee' Michelle Leveque/
DATE SIGNED:	02/23/2023

Total Attachments: 2

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Confirmatory Nunc Pro Tunc Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 27 day of September, 2022 and has a nunc pro tunc effective date of March 11, 2002 (the "Effective Date") by and between Peter Huyser (the "Assignor"), located at 3909 Cornell Place, Frederick, MD, 21703 and DECORATIVE FILMS LLC, (the "Assignee"), a Delaware Limited Liability Company located at 3909 Cornell Place, Frederick, Maryland, 21703.

- 1. Prior Assignments.** Assignor previously assigned the Mark, as defined below, to Assignee in a *nunc pro tunc* trademark assignment agreement having an effective date of March 11, 2002, which is recorded in the U.S. Patent and Trademark Office ("USPTO") at Reel 004458, Frames 0351-53. Assignor recorded a corrected *nunc pro tunc* trademark assignment agreement, also having an effective date of March 11, 2002, at USPTO Reel 004469, Frames 0263-67, to correct a typographical error in the Assignee's name. Assignor and Assignee acknowledge and agree that Assignor irrevocably assigned, granted, conveyed, and transferred, and hereby irrevocably assigns, conveys, grants, and transfers, to the Assignee all of Assignor's right, title, and interest in and to the Mark, including all of the goodwill of the business connected with the use of, and symbolized by, the Mark, including but not limited to all such rights, title, and interest and associated goodwill in any jurisdiction worldwide, any and all rights to royalties, fees, income, payments, and other proceeds from the Effective Date and thereafter, and all claims and causes of action based on the Mark, whether accruing before, on, or after the Effective Date. The parties provide this Agreement to confirm the assignment of all of the foregoing rights, title, and interest in and to the Mark, including all associated goodwill thereof, from the Assignor to the Assignee as of the Effective Date.
- 2. Mark.** The term "Mark" as used in this Agreement means the SOLYX character mark in any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration applications and all rights to prepare derivative marks, together with all the goodwill of the business symbolized with each of the foregoing, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark"), including the following U.S trademark registration:

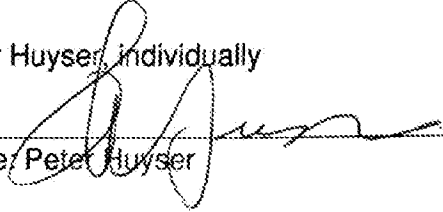
Mark Name: SOLYX
Registration Number: U.S. Reg. No. 3964239
Date of Registration: May 24, 2011
- 3. Assignment.** Assignor hereby irrevocably assigns, conveys grants, and transfers to Assignee all rights, title, and interest in and to the Mark, including all of the goodwill of the business connected with the use of, and symbolized by, the Mark, in perpetuity as of the Effective Date. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record this assignment of the Mark and its registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
- 4. Consideration.** The parties acknowledge and agree that Assignee has provided good and valuable consideration to Assignor, the receipt and sufficiency of which is hereby acknowledged by both parties, in consideration for this assignment of the Mark.

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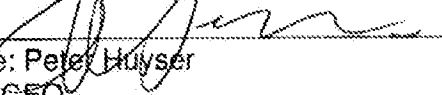
5. **Execution and Delivery.** Assignor agrees that it shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.
6. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and to the extent of any conflicts between provisions in this Agreement and previous agreements between the parties, the provisions in this Agreement shall supersede any conflicting prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
8. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.
9. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
10. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Delaware for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
11. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

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

Peter Huyser, individually

By: 
Name: Peter Huyser

DECORATIVE FILMS LLC .

By: 
Name: Peter Huyser
Title: CEO

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