

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vynlex Corporation		10/16/2014	Corporation:
RECEIVING PARTY DATA			
Name:	Omega Plastics, LLC		
Street Address:	1325 Carden Farm Drive		
City:	Clinton		
State/Country:	TENNESSEE		
Postal Code:	37716		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1825521	VINYLEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045776000		
Email:	trademarks@bakerdonelson.com		
Correspondent Name:	Baker Donelson IP Department		
Address Line 1:	3414 Peachtree Road NE		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	Lisa L Stoffregen		
SIGNATURE:	/lisa l stoffregen/		
DATE SIGNED:	03/15/2023		
Total Attachments: 6			
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OP \$40.00 1825521

ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS is entered into by and between Vinylex Corporation, as "Assignor," and Omega Plastics, LLC, as "Assignee." Assignor and Assignee are sometimes referred to herein together as "the Parties."

RECITALS

WHEREAS,

Vinylex Corporation ("Vinylex"), as Assignor, is a corporation organized under the laws of the State of Tennessee, and has a principal place of business at 2636 Byington Solway Road, Knoxville Tennessee 37931;

Vinylex also has a manufacturing facility located in Carrolton (Denton County), Texas;

Vinylex is or has recently been in the business of providing custom industrial plastic extrusion and manufacturing services;

Vinylex is the owner of common law trademark rights in at least the State of Tennessee and the State of Texas for the mark VINYLEX for custom plastic extrusion products and custom plastic fabrication services, under the name VINYLEX and in the following composite logo:



Vinylex is also the owner of various U.S. trademark registrations pertaining to plastic extrusions used in the manufacture of other products as well as various non-metallic products such as furniture moldings, plastic drainage tubing, welting, side moldings for boats and automobiles, wheel well moldings, and door guards for vehicles;

Assignor is also the owner of the domain name using the phrase "vinylex.com;"

Omega Plastics, LLC, ("Omega"), as Assignee, is a corporation organized under the laws of the State of Tennessee, and has a principal place of business at 1325 Carden Farm Drive, Clinton, Tennessee 37716;

Omega also has a manufacturing facility located in Clinton, Tennessee;

Omega provides design and manufacturing services for injection molding and plastic extrusion products, and operates under the following trademark



; and

Assignee desires to acquire and purchase all Trademark rights of Assignor and acquire and purchase the domain name www.vinylex.com pursuant to a separate Asset Purchase Agreement.

TERMS AND COVENANTS

NOW, THEREFORE, in consideration of Ten Dollars and the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby assign, transfer and convey to Assignee all rights, title, and interest (including all registration rights) in and to the common law mark VINYLEX along with the other marks listed in Exhibit A attached hereto (together the "Trademarks," or the "VINYLEX Trademarks") and all goodwill associated with the Trademarks. Such assignment includes, without limitation, the right to create derivative marks and logos. Such rights further include the right to sue for past, present, and future trademark infringement, and the right to use the Trademarks for the development and sale of products and services related to products made from plastic extrusions, injection molded products, custom fabrication and engineering design of non-metallic products (such as products made from nylon, polypropylene, polyvinyl chloride, ethylene vinyl acetate, acrylonitrile butadiene styrene, polyethylene and other polymeric materials), and branded marketing paraphernalia.

2. Clear Title. Assignor represents and warrants that the Trademarks are unencumbered by any lien, and that it is transferring the Trademarks with good, clear and marketable title. Assignor further represents and warrants that all renewal and maintenance fees for the U.S. registrations for the marks in Exhibit A have been paid and that the registrations remains valid.

3. Cooperation Between Parties. Assignor agrees to execute and deliver such other or further documents or instruments as may be necessary, in the judgment of Assignee's counsel, to perfect Assignee's rights in and to any mark that is part of the Trademarks. Such cooperation shall include assistance in the release and transfer of any "vinylex" domain names held by Assignor, either directly or through its marketing or IT agents, and the sharing of information about any known users or suspected infringers of the VINYLEX Trademarks.

4. Future Use. Assignor represents and warrants herein that it is selling or otherwise liquidating certain assets of its business, and will no longer be using, either directly or through any affiliate, the Trademarks, or any similar variation of the Trademarks.

5. Damages. The Assignment provided herein includes any and all rights, use for and recovery of all damages for infringement of the said Trademarks, whether such infringement occurred in the past or occurs in the future, as fully as if the Assignor had filed such action in its own name. Further, Assignor agrees to cooperate in any such actions to the extent reasonably required by Assignee to enforce the rights transferred hereunder; provided, however, that Assignor shall be reimbursed for its reasonable travel expenses and shipping / mailing costs in connection with such cooperation.

6. Mutual Releases. Assignor hereby releases Assignee from any and all claims and causes of action it may have arising out of Assignee's past use of the "Vinylex" name or the Trademarks, if any. Likewise, Assignee hereby releases Assignor from any and all claims and causes of action it may have arising out of Assignor's past use of the "Vinylex" name or the Trademarks.

7. Indemnification. Assignor agrees to defend, indemnify and hold Assignee harmless from and against any third party claims arising out of (i) common law trademark infringement, (ii) violation of the Federal Lanham Act, or (iii) violation of any unfair competition or consumer protection laws arising out of use of the Trademarks or the "Vinylex" name by Assignor prior to September 27, 2014. Likewise, Assignee agrees to defend, indemnify and hold Assignor harmless from and against any third party claims arising out of (i) common law trademark infringement, (ii) violation of the Federal Lanham Act, or (iii) violation of any unfair competition or consumer protection laws arising out of use of the "Vinylex" name by Assignee after September 27, 2014. A party seeking indemnification under this Section 7 will give written notice to the indemnifying party of the commencement of any action (or any prior claims relating to such action) for which the party seeks indemnification within ninety (90) days of learning of such claim.

8. Payment. In consideration of this Assignment and other obligations, Assignee agrees to pay the consideration as outlined in the separate Asset Purchase Agreement signed by the parties on September 27, 2014.

9. Notices. Any notice required or permitted under this Agreement will be deemed to have been sufficiently provided and effectively made if sent by electronic mail or sent by overnight express courier (e.g. Federal Express) and addressed to the receiving party at its respective address set forth below, or such other address of which the receiving party has given notice pursuant to this Section 9. The effective date of the notice is the date of receipt of the hand or courier delivery.

If notice is provided to Assignor, a copy shall also be provided to:

George Samarin
Chief Financial Officer
2636 Byington Solway Rd
Knoxville, Tennessee 37931

If notice is provided to Assignee, a copy shall also be provided to:

Culver Schmid, Esq
Baker Donelson
Real Estate and Finance Group
265 Brookview Centre Way
Suite 265
Knoxville, Tennessee 37919

865.971.5103
cschmid@bakerdonelson.com

10. Binding Nature. This Assignment shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors, affiliates and assigns of the Parties.

11. No Agency. The provisions of this Assignment may not be construed to create between the Parties the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby denied by the Parties. Neither party has the right or authority to assume or create any obligations, express or implied, on behalf or in the name of the other party.

12. Entire Agreement. This Assignment contains the entire agreement between the Parties concerning the Trademarks. This Assignment may not be amended or modified without a new written agreement between the Parties.

13. Agents. The Assignor represents to the Assignee that there have been no dealings with a broker or agent with respect to this transaction, and that no commissions or fees are due to be paid to any such third party.

14. Choice of Law. This Assignment and the interpretation hereof shall be governed by the laws of the State of Tennessee, and the Parties expressly agree that the state and Federal courts located in the State of Tennessee shall have jurisdiction to resolve any and all disputes arising under this Agreement, to interpret any terms hereof, and to enforce any and all provisions of this Agreement, and both Parties hereby consent to the personal jurisdiction of the Tennessee courts.

15. Duplicates. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same legal instrument. A facsimile of a party's signature shall be treated as an original.

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Assignment of Trademark Rights
Vinylex Trademarks

In Witness Whereof, the Parties have caused this ASSIGNMENT to be executed:

Assignor

Signature: George Samarin

George Samarin
Chief Financial Officer
Vinylex Corporation
2636 Solway Road
Knoxville, Tennessee 37931

Date: October 16, 2014

Assignee

Signature: Stephen Redwine

Stephen Redwine
~~President~~ CEO
Omega Plastics, LLC
1325 Carden Farm Drive
Clinton, Tennessee 37716

Date: October 16, 2014

Exhibit A

Vinylex Trademarks

Trademark Description	Registration No.	Date Registered
<p>VINYLEX (Common Law Composite Mark)</p> 	n/a	n/a
<p>VINYLEX (Registered Service Mark)</p> 	US 1,825,521	3/8/1994
<p>VX (Registered Logo)</p> 	US 1,298,722	10/2/1984
<p>VINYLEX (Trademark)</p> 	US 1,323,247	3/5/1985
<p>KWIK-TIE (Word Mark)</p>	US 1,996,117	8/20/1996