

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797405

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Borchers Americas, Inc.		03/16/2023	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Corrosion Innovations LLC		
<b>Street Address:</b>	3500 S. Richey St		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77587		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5925695	CHLOR*TEST	
<b>Registration Number:</b>	5919900	HOLD*BLAST	
<b>Registration Number:</b>	3695501	CHLOR*RID	
<b>Registration Number:</b>	5925696	ECHLOR*TEST	
<b>Registration Number:</b>	5919894	CHLOR*WASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	215-982-5169		
<b>Email:</b>	lesley.grossberg@icemiller.com		
<b>Correspondent Name:</b>	Lesley M. Grossberg		
<b>Address Line 1:</b>	1735 Market St. Suite 3900		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	067893.10001		
<b>NAME OF SUBMITTER:</b>	Lesley M. Grossberg		
<b>SIGNATURE:</b>	/Lesley M. Grossberg/		
<b>DATE SIGNED:</b>	03/24/2023		
<b>Total Attachments: 6</b>			

CH \$140.00 5925695

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of March 16, 2023 (“**Effective Date**”), is entered into by and among Borchers Americas, Inc., an Ohio corporation (“**Assignor**”) in favor of Corrosion Innovations LLC, a Texas limited liability company (“**Assignee**”).

WHEREAS, Assignee and Assignor have entered into an Asset Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms, the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver the Purchased Assets to Assignee.

WHEREAS, the Purchased Assets of the Assignor include the trademark registrations and trademark applications set forth on Schedule A (the “**Assigned Trademarks**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

SECTION 2. Assignment of Trademarks. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of such Assignor’s right, title and interest in, to and under the Assigned Trademarks, together with all the goodwill associated with the use of or symbolized by the Assigned Trademarks, all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present, and future infringements, unfair competition, passing off or other conflicts relating to the Assigned Trademarks, including the right to compromise, sue for and collect such profits and damages, all rights of priority resulting from the filing of the Assigned Trademarks, and all other rights, including common law rights, relating to the Assigned Trademarks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by the Assignor had such assignments contemplated by this Agreement not been made.

SECTION 3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and any other official of any applicable Governmental Authority in any other applicable jurisdictions, to record and issue any and all registrations from any and all applications for registration included in the Assigned Trademarks in the name of the Assignee.

SECTION 4. Subject to Purchase Agreement. This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Agreement

conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts (including counterparts transmitted in .pdf or similar format or any electronic signature complying with the ESIGN Act of 2000, e.g., www.docuSign.com), each of which will be deemed an original but all of which will constitute but one instrument.

SECTION 5. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns, but is not assignable by any party without the prior written consent of the other party hereto.

SECTION 6. Governing Law. This Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement shall be governed and construed in accordance with the internal Laws of the State of Delaware applicable to contracts made and wholly performed within such State, without regard to any applicable conflicts of law principles that would result in the application of the Laws of any other jurisdiction.

SECTION 7. Jurisdiction. The parties hereto hereby submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, then any state or federal court within the State of Delaware) in respect of the interpretation and enforcement of the provisions of this Agreement and any dispute or controversy related to the transactions contemplated hereby and hereby waive, and agree not to assert, any defense in any action, suit or proceeding for the interpretation or enforcement of this Agreement or any dispute or controversy related to the transactions contemplated hereby, that they are not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that this Agreement may not be enforced in or by such courts or that their property is exempt or immune from execution, that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper. Service of process with respect thereto may be made upon Assignee or Assignor by mailing a copy thereof by registered or certified mail, postage prepaid, to such party at its address as provided in Section 8.5 of the Purchase Agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer as of the Effective Date.

**ASSIGNOR:**

Borchers Americas, Inc.

By: 

Name: Halsey M. Cook Jr.

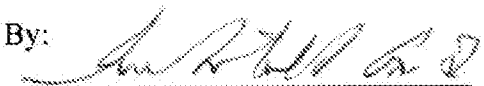
Title: President

[Signature Page to Trademark Assignment (US)]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer as of the Effective Date.

**ASSIGNEE:**

Corrosion Innovations LLC

By: 

Name: Archibald Cox, Jr.

Title: Chairman and CFO


*[Signature Page to Trademark Assignment (US)]*

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer as of the Effective Date.

**ASSIGNEE:**

Corrosion Innovations LLC

By:



Name: Marlin Lester

Title: CEO and President

*[Signature Page to Trademark Assignment (US)]*

**SCHEDULE A**

**ASSIGNED TRADEMARKS**

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
US	CHLOR*TEST	88427672	May 13, 2019	5925695	Dec 3, 2019
US	HOLD*BLAST	88427507	May 13, 2019	5919900	Nov 26, 2019
US	CHLOR*RID	77699112	Mar 25, 2009	3695501	Oct 13, 2009
US	ECHLOR*TEST	88427697	May 13, 2019	5925696	Dec 3, 2019
US	CHLOR*WASH	88427425	May 13, 2019	5919894	Nov 26, 2019