

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
William H. Whitefield		03/31/2023	INDIVIDUAL: UNITED STATES
Whitefield Plastics Corporation		03/31/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Mearthane Products, LLC		
Street Address:	16 Western Industrial Drive		
City:	Cranston		
State/Country:	RHODE ISLAND		
Postal Code:	02921		
Entity Type:	Limited Liability Company: RHODE ISLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97604538	DESIGNING AND MOLDING CUSTOM URETHANE PR	
CORRESPONDENCE DATA			
Fax Number:	4018245123		
<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:	4018245100		
Email:	jbutera@pdlolaw.com		
Correspondent Name:	Joshua Butera		
Address Line 1:	1301 Atwood Avenue, Suite 215N		
Address Line 4:	Johnston, RHODE ISLAND 02919		
NAME OF SUBMITTER:	Joshua Butera		
SIGNATURE:	/Joshua Butera/		
DATE SIGNED:	04/04/2023		
Total Attachments: 5			
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source=Trademark Assignment Agreement Whitefield [Executed] 4872-9158-3322 v.1#page2.tif			
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OP \$40.00 97604538

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Trademark Assignment**”) is hereby made and entered into as of March 31, 2023, by and among William H. Whitefield, an individual, and Whitefield Plastics Corp., a Texas corporation (collectively, “**Assignor**”), and Mearthane Products, LLC, a Rhode Island limited liability company (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor is the owner of certain trademarks, and related rights, more particularly described on Schedule I, attached hereto, and the good will associated therewith (collectively, the “**Trademarks**”).

WHEREAS, Assignor has the power and authority to assign all interests in and to the Trademarks.

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated February 14, 2023 (the “**Purchase Agreement**”), pursuant to which, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase, all of Assignor’s right, title and interest in and to the Assets, as defined in the Purchase Agreement, which includes the Trademarks.

NOW, THEREFORE, in consideration of the above premises and mutual covenants set forth below, and for other mutually negotiated and agreed-upon consideration as provided in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties and each of them hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title, and interest in the Trademarks, including all goodwill associated therewith.
2. Assignor hereby represents and warrants that Assignor possesses all rights, title and interest in and to the Trademarks and, to the best of Assignor’s knowledge, as of the date hereof, the Trademarks does not infringe, misappropriate or otherwise violate any third-party rights.
3. The Parties and each of them hereby agree that they and each of them shall use best efforts to take such actions and provide such material assistance and efforts as shall be reasonably required to effect the actions and agreements set forth herein. Notwithstanding the foregoing, Assignor hereby irrevocably appoints Assignee and/or any designee thereof with a limited power of attorney for the express limited purpose of effecting any such document(s) or taking such act(s) in the name and stead of Assignor as shall be required to effect the assignment and transfer of rights contemplated herein.
4. This Trademark Assignment is subject in all events to the terms and conditions of the Purchase Agreement and shall not in any way expand, alter or limit any of the rights, obligations and responsibilities of any of the parties to the Purchase Agreement.

5. In the event of a conflict or inconsistency between this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this Trademark Assignment in accordance with the terms of the Purchase Agreement.

6. This Trademark Assignment inures to the benefit of Assignee and its successors and assigns.

7. To the extent not governed by applicable federal law, this Trademark Assignment is governed by and construed in accordance with the laws of the State of Texas, without regard to any conflict-of-laws provisions thereof and venue in any action arising under this Trademark Assignment shall be exclusively in a court of competent jurisdiction in Harris County, Texas.

8. All capitalized terms not otherwise defined herein (including any exhibits or schedules hereto) shall have the respective meanings provided to them in the Purchase Agreement.

9. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. Machine signatures shall be as valid as manual signatures. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed and/or caused this Trademark Assignment to be executed by their duly authorized representatives as of the date first set forth above.

ASSIGNOR:

Whitefield Plastics Corp.

By: 
William H. Whitefield, President


William H. Whitefield, Individually

ASSIGNEE:

Mearthane Products, LLC

By: _____
Peter Kaczmarek, Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have executed and/or caused this Trademark Assignment to be executed by their duly authorized representatives as of the date first set forth above.

ASSIGNOR:

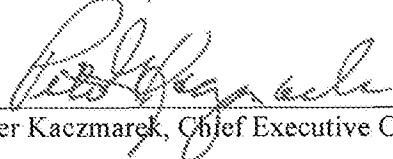
Whitefield Plastics Corp.

By: _____
William H. Whitefield, President

William H. Whitefield, Individually

ASSIGNEE:

Mearthane Products, LLC

By: 
Peter Kaczmarek, Chief Executive Officer

SCHEDULE I

Trademarks Being Assigned

1. "Whitefield Plastics"
Serial Number: 97-604,538
Registration Number: N/A (status is pending)