

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900797113		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Falcon Stainless, LLC	FORMERLY Falcon Stainless, Inc.	07/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rectorseal, LLC		
Street Address:	2601 Spenwick Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77055		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6140909	BIG RED	
CORRESPONDENCE DATA			
Fax Number:	7138936076		
<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:	832 871-5500		
Email:	jjones@jonesdelflache.com		
Correspondent Name:	John Wilson Jones		
Address Line 1:	950 Echo Lane		
Address Line 2:	Suite 200		
Address Line 4:	Houston, TEXAS 77024		
ATTORNEY DOCKET NUMBER:	REC00568		
NAME OF SUBMITTER:	John Wilson Jones		
SIGNATURE:	/John Wilson Jones/		
DATE SIGNED:	11/16/2023		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and delivered as of July 1, 2023 (the "Effective Date"), by and between Falcon Stainless, LLC (fka RS Acquisition Sub, LLC, fka Falcon Stainless, Inc., successor in interest to MSD Research, Inc.), a Delaware limited liability company ("Assignor"), and RectorSeal, LLC, a Delaware limited liability company ("Assignee"). Assignee and Assignor are sometimes referred to in this Agreement collectively as the "Parties" or individually as a "Party."

RECITALS

Assignor is the owner of all rights, title and interest in and to the trademarks identified on the attached **Exhibit A**, including the United States trademark applications and/or registrations therefor, together with all common law rights and the goodwill of the business associated with the use thereof and symbolized thereby (the "Marks"), and has agreed to transfer to Assignee free and clear of all liens and encumbrances all of Assignor's right, title interest in, under and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Marks. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers unto Assignee, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Marks, to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, and subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by Assignor if this assignment and transfer had not been made, including, without limitation, all common-law rights of Assignor in and/or to the Marks and Assignor's right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to any of the Marks prior to and following the Effective Date. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Agreement. Assignor further agrees, upon reasonable request and at Assignee's sole cost and expense, that Assignor and its legal representatives will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing the registration of the Marks in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
2. Binding Effect. The Marks are hereby assigned, transferred, conveyed and delivered by Assignor to Assignee and its successors and assigns forever, and this Agreement shall be binding on Assignor and its successors and assigns.
3. Governing Law. This Agreement is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws.
4. Counterparts. This Agreement may be executed in separate counterparts (including by facsimile or .pdf format), each of which will be deemed an original but all of which will constitute but one instrument.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed and delivered by its duly authorized representative as of the Effective Date.



Falcon Stainless, LLC		RectorSeal, LLC	
 _____ Signature		 _____ Signature	
Name:	Dallas Mabry	Name:	Jeff Underwood
Title:	Vice President	Title:	Senior Vice President

EXHIBIT A – MARKS

Trademark	Serial Number	Country – Filing Date	Registration Number	Registration Date	Status
ALL-ACCESS	85777807	USA – 11/13/2012	4437519	11/19/2013	Registered
TRASHGARD	85314812	USA – 5/6/2011	4289650	2/12/2013	Cancelled
BIG RED	88791977	USA – 2/10/2020	6140909	9/1/2020	Registered
FALCON STAINLESS INC.	87812223	USA – 2/27/2018	5737531	2/12/2019	Registered