

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM297790

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
EXPO INDUSTRIES, INC.		12/10/2013	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RHINO LININGS CORPORATION		
<b>Doing Business As:</b>	EXPO STUCCO		
<b>Street Address:</b>	9151 REHCO ROAD		
<b>City:</b>	SAN DIEGO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1411004	PAINTER'S PATCH	
<b>Registration Number:</b>	1543543	FIBREWALL	
<b>Registration Number:</b>	3610187	MX3	
<b>Registration Number:</b>	3730911	GX2	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8584506881		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	858-450-0441		
<b>Email:</b>	pchin@rhinolinings.com		
<b>Correspondent Name:</b>	RHINO LININGS CORPORATION		
<b>Address Line 1:</b>	9151 REHCO ROAD		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	EXPO STUCCO ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Pierre Gagnon		
<b>SIGNATURE:</b>	/pg/		
<b>DATE SIGNED:</b>	03/11/2014		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment") is made and entered into as of this 10<sup>th</sup> day of December, 2013, by and between Ronald E. Stadtmueller ("Seller"), the duly-appointed Chapter 7 trustee of debtor Expo Industries, Inc., a California corporation, and Rhino Linings Corporation, a California corporation, or nominee ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of November 4, 2013, as amended on December 2, 2013 (collectively, the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. Pursuant to the terms of the Asset Purchase Agreement, the sale of the Assigned Trademarks is on an "as is, where is, with all faults" basis, and the parties hereto acknowledge and agree that this Trademark Assignment shall not modify or expand the terms and provisions of the Asset Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement or the terms hereof, the terms of the Asset Purchase Agreement shall govern.

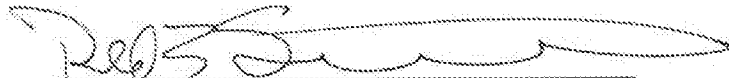
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment Agreement as of the date first above written.

**SELLER:**



Ronald E. Stadtmueller, the Duly Appointed  
Chapter 7 Trustee of the Bankruptcy Estate  
of Expo Industries Inc.

**AGREED AND ACCEPTED:**

**BUYER:**

Rhino Linings Corporation  
a California corporation

By: \_\_\_\_\_  
Pierre Gagnon, its CEO

3. Terms of the Asset Purchase Agreement. Pursuant to the terms of the Asset Purchase Agreement, the sale of the Assigned Trademarks is on an "as is, where is, with all faults" basis, and the parties hereto acknowledge and agree that this Trademark Assignment shall not modify or expand the terms and provisions of the Asset Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement or the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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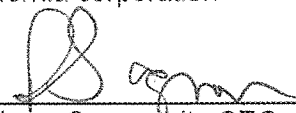
**SELLER:**

\_\_\_\_\_  
Ronald E. Stadtmueller, the Duly Appointed  
Chapter 7 Trustee of the Bankruptcy Estate  
of Expo Industries Inc.

AGREED AND ACCEPTED:

**BUYER:**

Rhino Linings Corporation  
a California corporation

By:   
\_\_\_\_\_  
Pierre Gagnon, its CEO

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Name</b>	<b>Status</b>	<b>US Serial Number</b>	<b>US Registration Number</b>	<b>Registration Date</b>
Painter's Patch	Issued	73561961	1411004	September 30, 1986
Fibrewall	Issued	73653222	1543543	June 13, 1989
MX3	Issued	77490737	3610187	April 21, 2009
GX2	Issued	77731912	3730911	December 29, 2009

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