

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonsal American, Inc.		09/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	H.B. Fuller Construction Products Inc.		
Street Address:	1200 Willow Lake Boulevard		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55110-5101		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3715664	PRO SPEC	
Registration Number:	3490366	PRO SPEC	
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:	651-236-5824		
Email:	susan.hammes@hbfuller.com		
Correspondent Name:	Susan Hammes		
Address Line 1:	1200 Willow Lake Boulevard		
Address Line 2:	WLB-Law		
Address Line 4:	Saint Paul, MINNESOTA 55110-5101		
ATTORNEY DOCKET NUMBER:	PRO SPEC TM ASSIGN		
NAME OF SUBMITTER:	Susan K.M. Hammes		
SIGNATURE:	/susan k.m. hammes/		
DATE SIGNED:	09/26/2014		
Total Attachments: 4			
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TRADEMARK			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of September 3, 2014, between H.B. Fuller Construction Products Inc., a Minnesota corporation ("Buyer"), and Bonsal American, Inc., a Delaware corporation ("Seller"). Each capitalized term used but not defined herein has the meaning given to such term in the Asset Purchase Agreement, dated August 21, 2014, between Buyer and Seller (as it may be amended from time to time, the "Asset Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each party hereby agrees as follows:

1. **Acquired Intellectual Property.** Seller hereby sells, conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the Acquired Intellectual Property listed in Appendix A hereto, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

2. **Further Assurances.** Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, it will execute and deliver or cause to be executed and delivered, all such further documents and instruments as may be reasonably required by Buyer in order to assign, transfer, set over, and convey unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed and transferred by this Assignment.

3. **Subject to Asset Purchase Agreement.** This Assignment is subject to the terms and conditions of the Asset Purchase Agreement. No provision of this Agreement shall be deemed to amend the terms or provisions of the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

4. **Counterparts.** This Assignment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. This Agreement may be executed on signature pages exchanged by facsimile or other electronic means, in which event each party shall promptly deliver to the others such number of original copies as the others may reasonably request.

5. **Governing Law.** This Assignment shall be construed under and enforced in accordance with the laws of the State of New York.

[signature page follows]

APPENDIX A

Mark	Jurisdiction	Registration Number
PRO SPEC	Mexico	975075
PRO SPEC	Mexico	1072093
PRO SPEC	Mexico	1079285
PRO SPEC	Mexico	1004031
PRO SPEC	Mexico	975074
PRO SPEC	Mexico	1338588
PRO SPEC	United States of America	3715664
PRO SPEC	United States of America	3490366
PRO SPEC	Canada	1327548

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date first set forth above.

SELLER:

BONSAL AMERICAN, INC.

By: Thomas J. Lax
Name: ~~David Masko~~ Thomas J. Lax
Title: ~~President~~ Vice President

BUYER:

H.B. FULLER CONSTRUCTION
PRODUCTS INC.

By: _____
Name: Patrick Trippel
Title: Vice President

[Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date first set forth above.

SELLER:

BONSAL AMERICAN, INC.

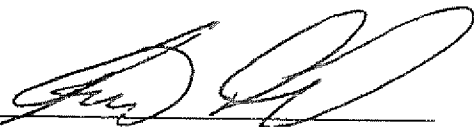
By: _____

Name: David Maske

Title: President

BUYER:

H.B. FULLER CONSTRUCTION
PRODUCTS INC.

By:  _____

Name: Patrick Trippel

Title: Vice President

[Trademark Assignment]