

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328297

<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>
Sinclair Pharmacal Co., Inc.		07/23/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Summit Industries, Inc.		
<b>Street Address:</b>	839 Pickens Industrial Drive		
<b>City:</b>	Marietta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30062		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0622573	BOROLEUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5136516981		
<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>	513-651-6128		
<b>Email:</b>	aschoen@fbtlaw.com		
<b>Correspondent Name:</b>	Ann G. Schoen		
<b>Address Line 1:</b>	3300 Great American Tower		
<b>Address Line 2:</b>	301 East Fourth Street		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	0127818/0612624		
<b>NAME OF SUBMITTER:</b>	Ann G. Schoen		
<b>SIGNATURE:</b>	/Ann G. Schoen/		
<b>DATE SIGNED:</b>	01/08/2015		
<b>Total Attachments: 3</b>			
source=Assignment#page1.tif			
source=Assignment#page2.tif			
source=Assignment#page3.tif			

OP \$40.00 0622573

**DOMAIN NAME AND TRADEMARK  
TRANSFER AGREEMENT**

This Domain Name and Trademark Transfer Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 2010 by and between SINCLAIR PHARMACAL CO., INC., a \_\_\_\_ corporation, ("ASSIGNOR") and SUMMIT INDUSTRIES, INC., a Georgia corporation ("ASSIGNEE").

For and in consideration of the mutual covenants, promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Marks

ASSIGNOR hereby assigns to ASSIGNEE all of its right, title and interest in and to the following trademarks (including service marks and other marks) ("Marks"), including the goodwill of the business associated with and symbolized by the Marks, and all rights in any registrations or applications for registration for the Marks and including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding. For purposes of recording this assignment with the U.S. Patent and Trademark Office ("PTO") or other reasonable purposes, ASSIGNOR agrees to execute further documentation and instruments as reasonably requested by ASSIGNEE.

The Marks are as follows (including word Marks, logo Marks associated with the Marks and all variations of the Marks (whether or not such variations are listed below)):

Word Mark	BOROLEUM
Serial Number	71689245
Filing Date	June 9, 1955
Registration Number	0622573

SINCLAIR PHARMACAL (and derivations thereof)

2. Assignment of Domain Names

ASSIGNOR hereby assigns to ASSIGNEE all of its right, title and interest in and to the following domain names ("Domain Names"). To complete the transfer of these domain names to ASSIGNEE, ASSIGNOR agrees to execute further documentation and instruments as reasonably requested by ASSIGNEE and to take promptly such other and additional steps as ASSIGNEE reasonably requires to secure the transfer of the domain names to ASSIGNEE.

[www.boroleum.com](http://www.boroleum.com)

boroleum.us

boroleum.biz

boroleum.org

boroleum.net

boroleum.info

boroleum.mobi

3. Miscellaneous

(a) This Agreement is given pursuant to the Purchase Agreement entered into by the parties contemporaneously with the execution of this Agreement and is subject to the terms thereof, and shall not be construed to limit, alter, impair, enlarge or enhance the rights thereunder of the parties thereto, and is given solely for the purpose of separately evidencing the transactions contemplated thereby. This Agreement shall be governed by the laws of the State of Georgia.

(b) This assignment affects title by transferring title completely to ASSIGNEE.

(c) ASSIGNOR hereby irrevocably appoints ASSIGNEE as its attorney in fact, coupled with an interest, for the purpose of executing documents or instruments to effect the transfer of the Marks and Domain Names pursuant to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first set forth above.

SINCLAIR PHARMACAL CO., INC.  
ASSIGNOR

By: Franklin D. Russell

Name: Franklin D. Russell

Title: Pres./CEO

SUMMIT INDUSTRIES, INC.  
ASSIGNEE

By: \_\_\_\_\_

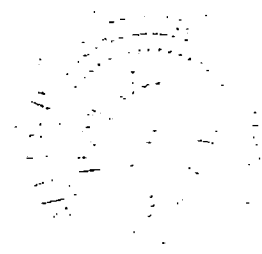
Name: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this 23<sup>rd</sup> day of July 2010.

J. D. McAd

NOTARY PUBLIC in and for the State of  
Connecticut, residing at  
494 Bridgeport Ave Shelton CT 06484  
My Commission Expires: 11-30-2013



3. Miscellaneous

(a) This Agreement is given pursuant to the Purchase Agreement entered into by the parties contemporaneously with the execution of this Agreement and is subject to the terms thereof, and shall not be construed to limit, alter, impair, enlarge or enhance the rights thereunder of the parties thereto, and is given solely for the purpose of separately evidencing the transactions contemplated thereby. This Agreement shall be governed by the laws of the State of Georgia.

(b) This assignment affects title by transferring title completely to ASSIGNEE.

(c) ASSIGNOR hereby irrevocably appoints ASSIGNEE as its attorney in fact, coupled with an interest, for the purpose of executing documents or instruments to effect the transfer of the Marks and Domain Names pursuant to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first set forth above.

SINCLAIR PHARMACAL CO., INC.  
ASSIGNOR

SUMMIT INDUSTRIES, INC.  
ASSIGNEE

By: \_\_\_\_\_

By: [Signature]

Name: \_\_\_\_\_

Name: Mark Jaggi

Title: \_\_\_\_\_

Title: President & CEO

SUBSCRIBED AND SWORN TO before me this 11<sup>th</sup> day of August, 2010.

NOTARY PUBLIC in and for the State of Georgia

Chia Wang, residing at  
267 Jeremich Way, Dallas GA, Paulding County  
My Commission Expires: 10<sup>th</sup> day of July 2014