

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seaway Plastics Engineering, Inc.		02/26/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Seaway Plastics Engineering LLC		
Street Address:	301 Carlson Parkway, Suite 325		
Internal Address:	c/o Tonka Bay Equity Partners, LLC/Atten: Cary Musech		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55305		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3621417	FASTMOLD	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	612-371-3211		
Email:	gweber@lindquist.com		
Correspondent Name:	Garrett M. Weber		
Address Line 1:	80 So. 8th Street, 4200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	519508.0005		
NAME OF SUBMITTER:	Garrett M. Weber		
SIGNATURE:	/gmw/		
DATE SIGNED:	03/04/2015		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is entered into and made effective as of February 27, 2015 by Seaway Plastics Engineering, Inc., a Florida corporation (the "Assignor"), for the benefit of Seaway Plastics Engineering LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase and Contribution Agreement, dated as of February 27, 2015, by and among the Assignee, the Assignor, Florida Finishing, LLC, a Florida limited liability company, Timothy N. Smock, and Paul Bernard (the "Purchase Agreement"), the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the Intellectual Property rights owned by the Assignor and used or held for use in or relating to the operation of the Business, including, without limitation, all rights of the Assignor to the trademarks, service marks and registrations set forth on Schedule A hereto (collectively, the "Trademarks"), and has agreed to execute and deliver this Assignment;

WHEREAS, the Assignor is hereby effecting such transfer and assignment of all right, title and interest of the Assignor throughout the world in and to the Trademarks and the other Intellectual Property rights, and the goodwill associated therewith and symbolized thereby;

WHEREAS, capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement; and

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee all right, title and interest of the Assignor in and to all Intellectual Property rights owned by the Assignor and used or held for use in or relating to the operation of the Business, including all rights of the Assignor to the Trademarks, together with all goodwill associated therewith and all rights of the Assignor to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such Intellectual Property rights. The Assignee is to hold all right, title and interest in and to the Trademarks and the other Intellectual Property rights as fully and exclusively as they would have been held and enjoyed by Assignor had the assignment in this Section 1 not been made.

2. Recording and Further Actions. The Assignor authorizes and requests the Assignee to cause the Assignee to be recorded as the assignee or transferee of the Trademarks and shall, promptly upon presentation to the Assignee by the Assignor, execute, or procure the execution of, such transfer documents and provide such information as may be required.

3. Other Deliverables. Following the Closing Date, the Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Trademarks and other Intellectual Property rights.

4. Governing Law; Consent to Jurisdiction. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same instrument.

6. Successors and Assigns. This Assignment shall be binding upon the successors and assigns of the Assignor and shall inure to the benefit of the successors and assigns of the Assignee.

7. Headings. The headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Attorneys' Fees. In the event of any litigation or other action at law or suit in equity to enforce this Assignment or the rights of any party hereunder, the prevailing party in such litigation, action or suit shall be entitled to receive from the other party its reasonable attorneys' fees and other reasonable costs and expenses incurred therein.


9. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Signatures begin on following page]

IN WITNESS WHEREOF, this Assignment has been duly executed by the undersigned as of the date first above written.

ASSIGNOR:

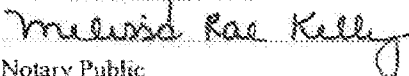
SEAWAY PLASTICS ENGINEERING, INC.

By: 

Name: Paul Bernard

Title: President

Subscribed and sworn to before me this 26 day
of February, 2015.



Notary Public

{Seal}



{Signature Page to Intellectual Property Assignment}

SCHEDULE A

Trademarks

Trademark	Registration Number	Date Registered
FastMOLD	3,621,417	May 19, 2009

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