

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BTD Wood Powder Coating Inc.		03/23/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	BTD Group, LLC		
Street Address:	11869 County Road 45		
City:	Brainerd		
State/Country:	MINNESOTA		
Postal Code:	56401		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4210918	T.FUSION	
Serial Number:	86531798	SMOOTH.PLUS	
Serial Number:	86531723	ULTRA.SMOOTH	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	612-492-7000		
Email:	ip@fredlaw.com, rgin@fredlaw.com		
Correspondent Name:	Jessica D.H. Allen		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	72571.1		
NAME OF SUBMITTER:	Jessica D.H. Allen		
SIGNATURE:	/Jessica D.H. Allen/		
DATE SIGNED:	03/26/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AND CONSENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND CONSENT AGREEMENT (“**IP Assignment Agreement**”) is made and entered into as of March 23, 2015 (the “**Effective Date**”), by and between BTD Group, LLC, a Minnesota limited liability company (“**Buyer**”), and BTD Wood Powder Coating Inc., a Minnesota corporation (“**Seller**”). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of March __, 2015 (the “**Asset Purchase Agreement**”), pursuant to which, among other things, Seller is to sell to Buyer, and Buyer is to purchase from Seller, the Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to convey to Buyer all of the respective rights, title, and interests that Seller has (or may be deemed to have) in all Intellectual Property Assets (as defined in the Purchase Agreement), including those listed on Exhibit A attached hereto; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer and its successors and assigns forever, without any restrictions, limitations or reservations, all Seller’s right, title and interest in and to the Intellectual Property Assets, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made, including (i) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (ii) all income, royalties or payments now or hereafter due or payable with respect thereto and (iii) any and all rights corresponding thereto throughout the world, including rights, interests, claims and demands recoverable in law or equity that each Seller has or may have in profits and damages for past, present and future infringements of such intellectual property, including the right to compromise, sue for and collect such profits and damages, and Buyer does hereby accept assignment of the Intellectual Property Assets from Seller.

2. **Consent to Patent Counsel.** Seller hereby consents to Buyer working with Patterson Thuente Pedersen, P.A., as patent counsel to Buyer.

3. **Recordation.** This IP Assignment Agreement has been executed and delivered by Seller with the intention of recording the assignment herein with the U.S. Patent and Trademark Office and similar Governmental Authority throughout the world, and Buyer shall have the right to record this Assignment with any applicable Governmental Authority so as to perfect its ownership of the Intellectual Property Assets.

4. **Terms of the Asset Purchase Agreement.** Seller acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Asset

Purchase Agreement shall not be superseded by this IP Assignment Agreement but shall remain in full force and effect to the full extent provided in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Asset Purchase Agreement shall govern.

5. **Further Assurances.** Seller, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Buyer or its successors and assigns to more effectively consummate the assignments contemplated by this IP Assignment Agreement.

6. **Miscellaneous.**

(a) This Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives.

(b) This Assignment and Assumption Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Assignment and Assumption Agreement may be changed, modified or terminated only by an agreement in writing signed by Seller and Buyer.

(c) This Assignment and Assumption Agreement may be executed by Seller and Buyer in separate and several counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

(d) This Assignment and Assumption Agreement is subject to and limited by the terms and provisions of the Asset Purchase Agreement, and in the event of any conflict between this Assignment and Assumption Agreement and the Asset Purchase Agreement, the terms, provisions and limitations of the Asset Purchase Agreement shall control.

(e) This Assignment and Assumption Agreement, shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, this Intellectual Property Assignment and Consent Agreement has been duly executed and delivered on behalf of the parties as of the date first above written.

SELLER:

BTD Wood Powder Coating Inc.

By: Kenneth E. Ellenberg
Name: Kenneth E. Ellenberg
Title: Chief Executive Officer

BUYER:

BTD Group, LLC

By: _____
Name: Craig A. Martin
Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, this Intellectual Property Assignment and Consent Agreement has been duly executed and delivered on behalf of the parties as of the date first above written.

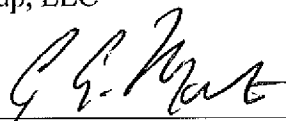
SELLER:

BTD Wood Powder Coating Inc.

By: _____
Name: Kenneth E. Ellenberg
Title: Chief Executive Officer

BUYER:

BTD Group, LLC

By:  _____
Name: Craig A. Martin
Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

EXHIBIT A

Patents:

Patent Number	Country	Title	Issue Date
8,721,396 B1	US	Method for Preparing and Buffing a Powder Coated Wood Substrate	13-May-2014

Patent Applications:

Application Number	Country	Title
13/795,600	US	Method For Preparing And Top Coating A Powder Coated Wood Substrate
13/434,039	US	Powder Coating Conveyor Support

Registered Trademarks and Service Marks:

Registration Number	Country	Mark	Issue Date
4,210,918	US	T.FUSION	18-Sep-2012

Trademark and Service Mark Applications:

Application Number	Country	Mark
86,531,798	US	SMOOTH.PLUS
86,531,723	US	ULTRA.SMOOTH

Domain Names:

brainerdtech.com
btdwoodpowdercoating.com
btdwpc.com
mdfpowdercoated.com
mdfpowdercoater.com
mdfpowdercoating.com

Domain Names:

powdercoatedmdf.com
powdercoatedwood.com
powdercoatingmdf.com
powderonmdf.com
powderonwood.com
tfusioncoatings.com
tfusionpowercoatings.com
woodpowdercoater.com
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