

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accuval Associates, Inc.		04/01/2015	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	GBAL Acquisition, LLC		
Street Address:	Prudential Tower, 800 Boylston Street, 27th Floor		
Internal Address:	c/o Gordon Brothers Group, LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02119		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3678467	ACCUVAL	
Registration Number:	3628634	THINK UP	
Registration Number:	3511381	SINGLESOURCESOLUTION	
Registration Number:	3952105	PROOFBOX	
Registration Number:	3628633		
Serial Number:	86286555		
CORRESPONDENCE DATA			
Fax Number:	6173784251		
<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>			
Email:	jjustmann@hinckleyallen.com		
Correspondent Name:	Janet E. Justmann		
Address Line 1:	28 State Street		
Address Line 2:	c/o Hinckley, Allen & Snyder LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	103000/0162743		
NAME OF SUBMITTER:	Janet E. Justmann		
SIGNATURE:	/Janet E. Justmann/		

OP \$165.00 3678467

DATE SIGNED:	05/04/2015
Total Attachments: 3 source=GBAL - Trademark Assignment (AccuVal) - Executed # 1 53174733#page1.tif source=GBAL - Trademark Assignment (AccuVal) - Executed # 1 53174733#page2.tif source=GBAL - Trademark Assignment (AccuVal) - Executed # 1 53174733#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated April 1, 2015 is entered into by ACCUVAL ASSOCIATES, INC., a Wisconsin corporation with an address of 10218 North Port Washington Road, Mequon, Wisconsin 53092 (the "Assignor"), for the benefit of GBAL ACQUISITION, LLC, a Delaware limited liability company with an address c/o Gordon Brothers Group, LLC, Prudential Tower, 800 Boylston Street, 27th Floor, Boston, Massachusetts 02119 (the "Assignee"). All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of April 1, 2015 by and among the Assignee, the Assignor, Liquitec Industries, Inc., a Wisconsin corporation, Gordon Brothers Group, LLC, a Delaware limited liability company, and Richard E. Schmitt, an individual (the "Purchase Agreement").

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to sell, transfer, convey and assign to the Assignee, and the Assignee has agreed to purchase and acquire from Assignor, substantially all of the assets of the Assignor; and

WHEREAS, the Assignor has used and is using the trademarks identified on Schedule A and is the owner of the trademark application and registrations identified on Schedule A (the "Trademarks"), including the goodwill of the business connected with the use of, and symbolized by, the Trademarks.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:


1. The Assignor hereby assigns to the Assignee Assignor's entire right, title and interest in and to the Trademarks and to: (i) any and all common law trademark, trade name and intellectual property rights, including rights of priority, in the Trademarks; (ii) the registrations thereof; (iii) the application thereof; (iv) all goodwill symbolized by the Trademarks; and (v) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks.

2. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed entirely within the Commonwealth of Massachusetts, without regard to the conflicts of law principles thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Assignor have caused this Assignment to be duly executed as of the date first written above.


ACCUVAL ASSOCIATES, INC.


Name: Richard E. Schmitt
Title: President

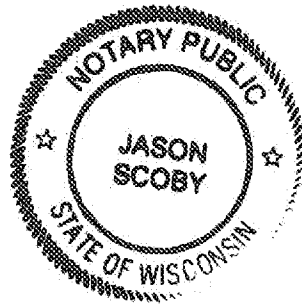
State of Wisconsin)
) ss.:
County of Milwaukee)

On this 31 day of March, 2015, before me, Jason Scoby, personally appeared Richard E. Schmitt, President of AccuVal Associates, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

My commission expires: Permanet



SCHEDULE A

Trademark Application and Registrations in United States

REGISTRATIONS

Mark	First Use	Registration Date	Registration #	Declaration of Use Due	Renewal Due
AccuVal	6/1/1988	9/8/2009	3678467	9/8/2015	9/8/2019
Think up	10/15/2008	5/26/2009	3628634	5/26/2015	5/26/2019
SingleSourceSolution	7/2003	10/7/2008	3511381		10/7/2018
ProofBox	3/10/2010	4/26/2011	3952105	4/26/2017	4/26/2021
AccuVal circle/ Think up Design	10/15/2008	5/26/2009	3628633	5/26/2015	5/26/2019

APPLICATION

Mark	Serial Number
Cobrand Arrowhead design	86286555