

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hill and Griffith Company		10/03/2007	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	S&B Industrial Minerals, Inc.		
Street Address:	225 Newcastle Street		
City:	Brunswick		
State/Country:	GEORGIA		
Postal Code:	31521		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1912887	CARBONITE	
CORRESPONDENCE DATA			
Fax Number:	4046536444		
<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:	4046536452		
Email:	virginia.carron@finnegan.com		
Correspondent Name:	Virginia Carron		
Address Line 1:	901 New York Avenue NW		
Address Line 4:	Washington, D.C. 20001-4413		
ATTORNEY DOCKET NUMBER:	12991.0016		
NAME OF SUBMITTER:	Virginia L. Carron		
SIGNATURE:	/Virginia L. Carron/		
DATE SIGNED:	08/19/2015		
Total Attachments: 5			
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OP \$40.00 1912887

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), effective as of the 3rd day of October, 2007 (the "Effective Date"), is by and among The Hill and Griffith Company, an Ohio corporation ("Assignor") and S&B Industrial Minerals, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties."

RECITALS

WHEREAS, Assignor, as "Seller," and Assignee, as "Buyer," are parties to that certain Asset Purchase Agreement dated as of October 3, 2007 (the "Purchase Agreement"), providing for the sale of certain assets of Assignor more fully described therein to Assignee;

WHEREAS, simultaneously with the closing of the transactions contemplated by the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks, trademark applications and trade names, including without limitation the trademarks, trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"), together with the goodwill of the business associated therewith and which is symbolized thereby.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which are expressly acknowledged, the Parties agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. Miscellaneous.

(a) Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

(b) The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(c) This Assignment may be executed in two counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same instrument.

(d) Any provision in this Assignment that is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions.

(e) Neither party may otherwise assign or transfer any of its rights or obligations hereunder except with the prior written consent of the other party. This Assignment shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

(f) Any waiver of or failure to require adherence to any provision of this Assignment in any instance or series of instances by either party hereto shall not constitute a waiver of such provision in any other instance or constitute a modification of this Assignment, which may not be amended or modified except by a written instrument signed by the parties.

(g) This Assignment (including the Exhibit hereto) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Assignment or the Purchase Agreement.

[Remainder of Page Intentionally Left Blank]

EXECUTION VERSION

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

THE HILL AND GRIFFITH COMPANY

[SEAL]

By: [Signature]
Name: David N. Greek Jr
Title: Chief Operating Officer

ASSIGNEE:

S&B INDUSTRIAL MINERALS, INC.

[SEAL]

By: [Signature]
Name: KRITON ANAYLAKIS
Title: Authorized person

State of Ohio)
County of Hamilton) ss:

On this 3 day of Oct, 2007, before me, Justin Finn, personally appeared David Greek, COO of The Hill and Griffith Company, 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.

[Signature]
Notary Public



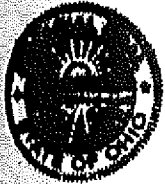
JUSTIN BRIAN FINN
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.63 R.C.

Assignment of Trademarks
Signature Pages

State of Ohio)
County of Hamilton) ss:

On this 3 day of Oct, 2007, before me,
Justin Finn, personally appeared Kriton Leonidas,
Authorized Person of S&B Industrial Minerals, 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.



JUSTIN BRIAN FINN
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 P.L.C.

Justin Finn
Notary Public

*Assignment of Trademarks
Signature Pages*

Schedule A

Registered Servicemarks and Trademarks

	Application Date/ Number	Registration Date/Number	Status	Country/State
Carbonite®	74/537557	1912887	Registered	U.S.
	6/14/1994	8/22/1995		

Unregistered Servicemarks, Trademarks and Trade Names

Premix
Kwik Flow
Apeel
Lustracarb

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