

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367617

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900345575

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trelleborg Marine Systems USA, Inc.		02/13/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Technical Urethanes, Inc.
Street Address:	3070C Shawnee Dr.
City:	Winchester
State/Country:	VIRGINIA
Postal Code:	22601
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	73307214	TECHTHANE

CORRESPONDENCE DATA

Fax Number: 5406781729
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.
Phone: 5405334180
Email: greg.meyer@urethane.com
Correspondent Name: Greg Meyer
Address Line 1: 3070C Shawnee Dr.
Address Line 4: Winchester, VIRGINIA 22601

NAME OF SUBMITTER:	Gregory T Meyer
SIGNATURE:	/Greg Meyer/
DATE SIGNED:	12/31/2015

Total Attachments: 5

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Intellectual Property Assignment Agreement

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of FEBRUARY 13, 2015 ("Effective Date"), is made by TRELLEBORG MARINE SYSTEMS USA, INC., a Delaware corporation ("Trelleborg"), in favor of TECHNICAL URETHANES, INC., a Virginia corporation ("Technical Urethanes"), the purchaser of certain assets of Trelleborg pursuant to an Asset Purchase Agreement, dated as of the Effective Date (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Trelleborg has conveyed, transferred and assigned to Technical Urethanes, among other assets, certain intellectual property of Trelleborg, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trelleborg hereby irrevocably conveys, transfers and assigns to Technical Urethanes and relinquishes any claim of ownership interest in all of Trelleborg's right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the unregistered marks set forth on Schedule 2, together with the goodwill of the business connected with the use of, and symbolized by, these marks;

(c) all rights of any kind whatsoever of Trelleborg accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Trelleborg hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of any and all other entities or agencies in any applicable jurisdictions, including, but not limited to, any and all foreign entities or agencies to record and register this IP Assignment upon request by Technical Urethanes. Following the date hereof, upon Technical Urethanes' reasonable request, Trelleborg shall take such steps and actions, and provide such cooperation and assistance to Technical Urethanes and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Technical Urethanes, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Trelleborg and Technical Urethanes with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

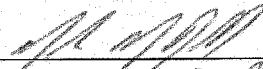
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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GTM


IN WITNESS WHEREOF, TRELLEBORG MARINE SYSTEMS USA, INC. has duly executed and delivered this IP Assignment as of the date first above written.

TRELLEBORG MARINE
SYSTEMS USA, INC.

By: 
Name: MARK ERIC DOWDALL
Title: VICE PRESIDENT

AGREED TO AND ACCEPTED:

TECHNICAL URETHANES, INC.

By: 
Name: GREGORY T. NEHER
Title: PRESIDENT

SCHEDULES

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

1. TECHTHANE – Serial Number: 73307214

REGISTRATION NUMBER 1,262,080

SCHEDULE 2

ASSIGNED UNREGISTERED MARKS

1. Techgrip
2. Chloroshield
3. UV+