

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369776

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bonsal American, Inc.		01/15/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GEM Asset Acquisition, LLC		
<b>Street Address:</b>	3700 Arco Corporate Drive		
<b>Internal Address:</b>	Suite 425		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28273		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2223987	GEM SEAL	
<b>Registration Number:</b>	2522938	GEM SEAL	
<b>Serial Number:</b>	75383888	GEM SEAL	
<b>Registration Number:</b>	1648161	POLY-TAR	
<b>Registration Number:</b>	4782982	BOOST PRO	
<b>Registration Number:</b>	4111770	PAVEMENT IS OUR PASSION!	
<b>Registration Number:</b>	4392308	SEAL-PAVE	
<b>Registration Number:</b>	4111771	PRIDE IN EVERY GALLON!	
<b>Serial Number:</b>	86659305	BLACK DIAMOND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>			
<b>Phone:</b>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		

OP \$240.00 2223987

<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield
<b>SIGNATURE:</b>	/Susan M. Kornfield/
<b>DATE SIGNED:</b>	01/20/2016
<b>Total Attachments: 6</b> source=GemSeal -- executed Assignment of Intellectual Property (Bonsal American to Gem Asset Acquisition)#page1.tif source=GemSeal -- executed Assignment of Intellectual Property (Bonsal American to Gem Asset Acquisition)#page2.tif source=GemSeal -- executed Assignment of Intellectual Property (Bonsal American to Gem Asset Acquisition)#page3.tif source=GemSeal -- executed Assignment of Intellectual Property (Bonsal American to Gem Asset Acquisition)#page4.tif source=GemSeal -- executed Assignment of Intellectual Property (Bonsal American to Gem Asset Acquisition)#page5.tif source=GemSeal -- executed Assignment of Intellectual Property (Bonsal American to Gem Asset Acquisition)#page6.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective this 15 day of January, 2016, is made and entered into by and between BONSAL AMERICAN, INC., a Delaware corporation (the "Assignor"), and GEM ASSET ACQUISITION LLC, a Delaware limited liability company (including its successors and permitted assigns, the "Assignee", each a "party," and collectively, the "parties"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of as of January 15, 2016 (the "Purchase Agreement"), pursuant to which Assignor has transferred, conveyed, assigned, delivered and contributed to Assignee, among other assets, the Purchased Intellectual Property, including those items set forth on Schedule A hereto, and has agreed to execute and deliver this Assignment, for recording or filing as proof of transfer of ownership with the appropriate governmental or other authorities; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, all rights in and to all income, royalties, damages and payments due or payable with respect to the Purchased Intellectual Property, and all rights to sue, counterclaim and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Further Action. Assignor and Assignee shall use their commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Assignment and (ii) from time to time, execute and deliver such other documents, certificates, agreements and other writings, and take such other actions as may be reasonably necessary in order to consummate or evidence or implement expeditiously the transactions contemplated by this Assignment; provided, that, as between the parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee's right, title and interest in and to the Purchased Intellectual Property (including, without limitation, with any applicable Governmental Bodies), and for any and all costs, expenses and fees associated therewith. Without limiting the foregoing, as soon as practicable after the date hereof, and no later than fifteen (15) days after Closing, Assignor will execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Purchased Intellectual Property.

3. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement and does not (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, replace, change, rescind, waive, exceed, expand, enlarge, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of Purchaser or Seller; or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of Purchaser or Seller. In the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. This Agreement shall, in all respects, be construed so that none of the Assumed Liabilities shall be expanded, increased, broadened or enlarged, solely as a result of the execution of this Agreement, as to rights or remedies that third parties would have had against Purchaser or Seller had this Agreement not been executed and delivered.

4. Due Authorization. Assignor hereby authorizes and requests the applicable Internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Purchased Intellectual Property to and in the name of Assignee.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such state. All disputes arising directly or indirectly out of this Agreement shall be fully resolved in accordance with Section 10.2 of the Purchase Agreement.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures exchanged by facsimile or other electronic means, will be fully binding on the parties, notwithstanding any decisional law to the contrary.

7. Notices. Any notice, request or other document to be given hereunder to either party hereto shall be given in the manner in Section 10.5 of the Purchase Agreement.

8. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

9. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns under the Purchase Agreement.

10. Amendment. This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Assignor and Assignee.

\* \* \* \* \*

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

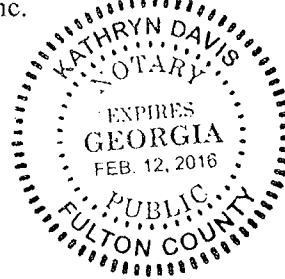
Assignor:

BONSAL AMERICAN, INC.

By: Michael Schaeffer  
Name: Michael Schaeffer  
Title: Secretary

On this 14th day of January, 2016, personally appeared before me Michael Schaeffer, known to me to be the Secretary of Bonsal American, Inc., who acknowledged that he signed this instrument as a free act on behalf of Bonsal American, Inc.

Notary Public: Kathryn Davis




[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

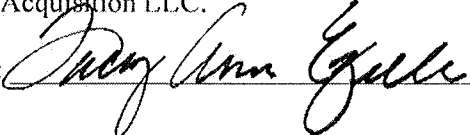
**TRADEMARK**  
**REEL: 005712 FRAME: 0449**

GEM ASSET ACQUISITION LLC

By: Gem Investors Holdings LLC, its sole member

By:   
Name: Brad Wallace  
Title: President

On this 15 day of January, 2016, personally appeared before me Brad Wallace, known to me to be the President of Gem Investors Holdings LLC, the Sole Member of Gem Asset Acquisition LLC, who acknowledged that he signed this instrument as a free act on behalf of Gem Asset Acquisition LLC.

Notary Public: 



[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

**SCHEDULE A**

**PURCHASED INTELLECTUAL PROPERTY**

**TRADEMARKS**

<b>WORD MARK</b>	<b>SERIAL NO</b>	<b>FILING DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>OWNER (APPLICANT)</b>
GEM SEAL	75383887	November 3, 1997	2223987	February 16, 1999	Bonsal American, Inc.
GEM SEAL	75383891	November 3, 1997	2522938	December 25, 2001	Bonsal American, Inc.
GEM SEAL	75383888	November 3, 1997	75383888	February 9, 1999	Bonsal American, Inc.
POLY-TAR	73688894	October 9, 1987	1648161	June 18, 1991	Bonsal American, Inc.
BOOST PRO	86256073	April 18, 2014	4782982	July 28, 2015	Bonsal American, Inc.
PAVEMENT IS OUR PASSION!	85383773	July 28, 2011	4111770	March 13, 2012	Bonsal American, Inc.
SEAL-PAVE	85846604	February 11, 2013	4392308	August 27, 2013	Bonsal American, Inc.
PRIDE IN EVERY GALLON	85383791	July 28, 2011	4111771	March 13, 2012	Bonsal American, Inc.
BLACK DIAMOND	86659305	June 11, 2015			Applicant - Bonsal American, Inc.

**DOMAIN NAMES**

<b>DOMAIN NAME</b>	<b>DOMAIN NAME REGISTRAR</b>	<b>DATE OF REGISTRATION</b>	<b>DATE OF EXPIRATION</b>
Gemseal.net	GoDaddy	5/15/2009	5/15/2016
Surfacecoatingsco.com	GoDaddy	2/17/2000	2/17/2016
Surfacecoatings.net	GoDaddy	2/17/2000	2/17/2016

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