

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375928

<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>
Chromate Industrial Corporation		02/29/2016	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Winzer Corporation		
<b>Street Address:</b>	4060 E. Plano Parkway		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75074		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2156329	CIC CHROMATE INDUSTRIAL CORP.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2146616876		
<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>	214-953-5758		
<b>Email:</b>	sborrelliipdocket@jw.com		
<b>Correspondent Name:</b>	Sara K. Borrelli		
<b>Address Line 1:</b>	2323 Ross Avenue, Suite 600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	129348.1		
<b>NAME OF SUBMITTER:</b>	Sara K. Borrelli		
<b>SIGNATURE:</b>	/Sara K. Borrelli/		
<b>DATE SIGNED:</b>	03/08/2016		
<b>Total Attachments: 4</b>			
source=Winzer - Chromate - IP Assignment#page1.tif			
source=Winzer - Chromate - IP Assignment#page2.tif			
source=Winzer - Chromate - IP Assignment#page3.tif			
source=Winzer - Chromate - IP Assignment#page4.tif			

CH \$40.00 2156329

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*IP Assignment*"), dated as of February 29, 2016, is made by Chromate Industrial Corporation, Chromate Products Corporation, Chromate Corporation, Industrial Performance Products, Inc. (collectively, the "*Sellers*"), and Paul Davis and CIC/CPC Family Trust (The "*Owners*"), in favor of Winzer Corporation, a Texas corporation ("*Buyer*"), the purchaser of certain assets of Sellers pursuant to that certain Asset Purchase Agreement and Bill of Sale by and among Buyer, Sellers, and Owners, dated as of the date hereof (the "*Purchase Agreement*").

WHEREAS, under the terms of the Purchase Agreement, Sellers and Owners have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Sellers and Owners, and Sellers and Owners have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, each of Sellers and Owners agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Sellers and Owners hereby irrevocably convey, transfer and assign to Buyer all of Sellers' and Owners' right, title and interest in and to the following (the "*Assigned IP*");

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

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

(c) 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

(d) 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. Sellers and Owners each authorize the Commissioner the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Buyer. Sellers and Owners shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP 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 Purchase Agreement and the terms hereof, the terms of the 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 State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sellers and Owners have duly executed and delivered this IP Assignment as of the date first above written.

SELLERS:

CHROMATE PRODUCTS CORPORATION

By   
Name: Paul Davis  
Title: President


CHROMATE INDUSTRIAL CORP.

By   
Name: Paul Davis  
Title: President


INDUSTRIAL PERFORMANCE PRODUCTS

By   
Name: Paul Davis  
Title: President

CHROMATE CORPORATION

By   
Name: Paul Davis  
Title: President

OWNERS:

  
Paul Davis, Individually

CIC/CPC FAMILY TRUST

By   
Name: Paul Davis  
Title: Trustee

SIGNATURE PAGE

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK: "CIC CHROMATE INDUSTRIAL CORP."

FILING DATE: NOVEMBER 22, 1996

REGISTRATION DATE: MAY 12, 1998

SERIAL NUMBER: 75202919

REGISTRATION NUMBER: 2156329

*INTELLECTUAL PROPERTY ASSIGNMENT*