

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418033

<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>
Polyera Corporation		12/21/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flexterra, Inc.		
<b>Street Address:</b>	8025 Lamon Avenue		
<b>Internal Address:</b>	Suite 043		
<b>City:</b>	Skokie		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60077		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3677029	ACTIVINK	
<b>Registration Number:</b>	3677031	POLYERA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2245343956		
<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>	2245343085		
<b>Email:</b>	kchan@flexterracorp.com		
<b>Correspondent Name:</b>	Karen K. Chan		
<b>Address Line 1:</b>	8025 Lamon Avenue, Suite 043		
<b>Address Line 4:</b>	Skokie, ILLINOIS 60077		
<b>NAME OF SUBMITTER:</b>	Karen K. Chan		
<b>SIGNATURE:</b>	/Karen K. Chan/		
<b>DATE SIGNED:</b>	03/02/2017		
<b>Total Attachments: 2</b>			
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source=Flexterra - Trademark Assignment - executed#page2.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** is made as of the 21st day of December, 2016 (this "Assignment") by Polyera Corporation, a Delaware corporation ("Assignor"), in favor of Flexterra, Inc., a Delaware corporation ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Contribution Agreement dated as of the date hereof (the "Contribution Agreement") by and between Assignor and Assignee.

**WHEREAS**, Assignor has adopted, is using and is the owner of the right, title, interest and goodwill in and to the trademarks **ACTIVINK (USPTO Reg. No. 3677029)** and **POLYERA (USPTO Reg. No. 3677031)** (the "Marks");

**WHEREAS**, Assignee has acquired all of Assignor's right, title and interest in and to the Polyera Contributed Assets (as defined in the Contribution Agreement), including the Marks, pursuant to the Contribution Agreement;

**WHEREAS**, Assignee is the successor in interest to the ongoing business of the registrant (Assignor), or the portion therewith to which the Marks pertain;

**WHEREAS**, pursuant to the Contribution Agreement, Assignor has agreed to execute and deliver certain certificates, instruments and documents, including, but not limited to, instruments of assignment of the Marks, so as to effect the assignment of the Marks; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee all right, title and interest in and to: (i) the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill, and Assignor further agrees to execute and have executed all documents, instruments and papers and to perform all acts, without any further consideration but at the cost and expense of Assignee, as deemed reasonably necessary by Assignee, its successors and assigns, to perfect in Assignee, its successors and assigns, the foregoing rights, title and interests, including the execution of any related domestic or foreign application documents.


This Assignment shall be subject to the terms and conditions set forth in the Contribution Agreement and nothing contained in this Assignment shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the Contribution Agreement.

This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has executed this Assignment, as an instrument under seal, effective as of this 21st day of December, 2016.

**POLYERA CORPORATION**

By:   
Name: Philippe Inagaki  
Title: President