

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SGP - 15 HOLDINGS INC.	FORMERLY POR-15, INC.	03/02/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	PAINT OVER RUST HOLDINGS, INC.		
Street Address:	38 Portman Road		
City:	New Rochelle		
State/Country:	NEW YORK		
Postal Code:	10801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3450075	FLOOR ARMOR	
Registration Number:	4684704	GLISTEN PC	
Registration Number:	3343753	POR 15	
Registration Number:	1276627	POR-15	
Registration Number:	4684703	POR 15	
Registration Number:	2699967	WE KNOW WHAT PERMANENT MEANS!	
CORRESPONDENCE DATA			
Fax Number:	2126971559		
<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:	2126968878		
Email:	trademark@curtis.com		
Correspondent Name:	Eric Stenshoel		
Address Line 1:	101 Park Avenue		
Address Line 2:	34th floor		
Address Line 4:	New York, NEW YORK 10178-0061		
ATTORNEY DOCKET NUMBER:	000373-0004		
NAME OF SUBMITTER:	Eric Stenshoel		
SIGNATURE:	/ejs/		
DATE SIGNED:	05/16/2018		

OP \$165.00 3450075

Total Attachments: 7

source=POR-15 Assignment#page1.tif

source=POR-15 Assignment#page2.tif

source=POR-15 Assignment#page3.tif

source=POR-15 Assignment#page4.tif

source=POR-15 Assignment#page5.tif

source=POR-15 Assignment#page6.tif

source=POR-15 Assignment#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement ("**IP Assignment**"), dated as of the 2nd day of March, 2018, is made by and between **SGP – 15 HOLDINGS INC. (F/K/A POR-15, INC.)**, a New Jersey corporation, with a principal address at c/o Sheila Slutsker, 6 Emerson Court, Morristown, New Jersey 07962 ("**Seller**"), and **PAINT OVER RUST HOLDINGS, INC.**, a Delaware corporation, with a principal address at 38 Portman Road, New Rochelle, New York 10801 ("**Purchaser**"). Each of Seller and Purchaser shall at times be referred to herein as a "**Party**" or, collectively as the "**Parties**".

WHEREAS, Seller and Purchaser are parties to an Intellectual Property Purchase Agreement, dated as of the 9th of February, 2018 (the "**IP Purchase Agreement**"); and

WHEREAS, under the terms of the IP Purchase Agreement, Seller has agreed to convey, transfer and assign to Purchaser certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Copyright Office, 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, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**"):

(a) The copyrights in the works set forth on Schedule 1 hereto and all registrations, extensions and renewals thereof (the "**Copyrights**");

(b) The trademark registrations and applications set forth on Schedule 2 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;

(c) The domain name registrations set forth on Schedule 3 hereto;

(d) All rights in or to customer lists, customer order and payment history, and other data, databases, data collections and compilations, whether machine readable or otherwise, relating to sales and distribution of POR-15 Products;

(e) The POR-15 Formula;

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

(g) 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 during the period from and after the date hereof; and

(h) Any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 Purchaser, or any assignee or successor thereto (without reimbursement of Purchaser by Seller of any out of pocket cost and expense).

3. Terms of the IP Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the IP Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the IP 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 IP Purchase Agreement and the terms hereof, the terms of the IP 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 New York, without giving effect

to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

SELLER:

SGP – 15 HOLDINGS INC. (F/K/A POR-15, INC.)

By: 

Name: Sheila Slutsker

Title: President

AGREED TO AND ACCEPTED BY:

PURCHASER:

PAINT OVER RUST HOLDINGS, INC.

By: _____

Name: David Sherman

Title: President

to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

SELLER:

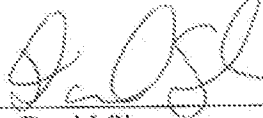
SGP – 15 HOLDINGS INC. (F/K/A POR-15, INC.)

By: _____
Name: Sheila Slutsker
Title: President

AGREED TO AND ACCEPTED BY:

PURCHASER:

PAINT OVER RUST HOLDINGS, INC.

By:  _____
Name: David Sherman
Title: President

SCHEDULE 1

REGISTERED COPYRIGHTS

Title	Copyright No.	Date
Stopping rust permanently is a step-by-step process.	VA0001144674	2002-06-12
Storyboard Colorchrome	VA0001139958	2002-05-06
Why POR-15 (paint over rust) stops rust and keeps it stopped.	VA0001161999	2002-05-06

MATERIAL UNREGISTERED COPYRIGHTS

Title	Copyright No.	Date

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark Name	Country	Classes	App. No.	App. Date	Reg. No.	Reg. Date
FLOOR ARMOR	UNITED STATES	02	77/018,422	10/11/2006	3,450,075	06/17/2008
GLISTEN PC	UNITED STATES	02	86/329,012	07/04/2014	4,684,704	02/10/2015
POR 15 and Shield Logo	UNITED STATES	01, 02, 03	78/442,298	06/28/2004	3,343,753	11/27/2007
POR 15 and Shield Logo	WIPO	01, 02, 03	1273903	06/01/2015	1273903	06/01/2015
POR 15 and Shield Logo	AUSTRALIA	01, 02, 03	1273903	06/01/2015	1273903	06/01/2016
POR 15 and Shield Logo	EU	01, 02, 03	1273903	06/01/2015	1273903	06/01/2015
POR 15 and Shield Logo	SOUTH KOREA	01, 02, 03	1273903	07/28/2017		
POR 15 and Shield Logo	NEW ZEALAND	01, 02, 03	1273903	06/01/2015	1273903	06/01/2015
POR 15 INC. SHIELD LOGO	CANADA		765,531	10/05/1994	TMA 449,914	11/10/1995
POR 15 INC. SHIELD LOGO	EU	01, 02	1002542	11/20/1998	1002542	03/09/2000
POR-15	CANADA	00	654,985	04/06/1990	386,439	07/05/1991
POR-15	JAPAN	02	7-56358	06/08/1995	4150642	05/29/1998
POR-15	UNITED STATES	02	73/388,425	09/24/1982	1,276,627	05/08/1984
POR-15 (SHIELD LOGO)	CHINA	02	4833596	08/12/2005	4833596	03/21/2009
POR 15	UNITED STATES	01, 02, 03	86/329,011	07/04/2014	4,684,703	02/10/2015
POR 15	WIPO	01, 02, 03	A0050731	06/01/2015	1273681	06/01/2015
POR 15	AUSTRALIA	01, 02, 03	1273681	06/01/2015	1273681	06/01/2015
POR 15	EU	01, 02, 03	1273681	06/01/2015	1273681	06/01/2015
POR 15	SOUTH KOREA	01, 02, 03	1273681	07/28/2017		
POR 15	NEW ZEALAND	01, 02, 03	1273681	06/01/2015	1273681	06/01/2015
POR-15 INC. LOGO	BRAZIL	02	826151744	12/19/2003	826151744	07/10/2007
POR-15/SHIELD LOGO	JAPAN	02	7-57419	06/12/1995	4150643	05/29/1998
WE KNOW WHAT PERMANENT MEANS!	EU	03	2744431	05/30/2002	002744431	03/01/2004
WE KNOW WHAT PERMANENT MEANS!	UNITED STATES	01, 02	76/386,702	03/25/2002	2,699,967	03/25/2003

SCHEDULE 3

DOMAIN NAME REGISTRATIONS

DomainName	ExpirationDate
advanced-rust-protection.com	6/3/18
canada-por15.com	9/15/18
floor-armor.com	9/25/18
itkillerust.com	12/31/18
matteclearcoat.com	10/24/19
oembedliner.com	6/2/18
oembedlinerpaint.com	6/2/18
por-15.co.uk	1/30/19
por-15.com	1/5/19
por-15matteclearcoat.com	10/24/19
por-15rustremover.com	10/24/19
por15.co.uk	1/30/19
por15.com	10/23/23
por15.uk	9/24/18
por15depot.com	10/26/19
por15direct.com	11/8/19
por15inc.com	3/9/21
por15info.com	1/8/19
por15matteclearcoat.com	10/24/19
por15ofalabama.com	9/13/21
por15rustremover.com	10/24/19
por15store.com	1/20/20
porproduct.com	5/8/22
porproducts.com	5/8/22
porstore.com	12/9/18
pow-r-liner.com	9/25/18
rustpreventivepaint.com	10/30/19
stoprust.net	10/7/18
stoprustpermanently.com	10/19/18
truckbedlinerpaint.com	6/2/18

All of Seller's rights, if any, to any other registered domain names that contain one or more of the Trademarks, including but not limited to the domain name www.por15.co.nz.