

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/08/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diversified CPC International, Inc.		10/24/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	A-Gas US Holdings Inc.		
Street Address:	1100 Haskins Road		
City:	Bowling Green		
State/Country:	OHIO		
Postal Code:	43402		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86925932	DIVERSIFIED PURE CHEM	
Serial Number:	86925834	PENGUIN	
Serial Number:	86925944		
CORRESPONDENCE DATA			
Fax Number:	9374436635		
	<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:	216-566-7165		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Arthur P. Licygiewicz		
Address Line 1:	3900 Key Center, 127 Public Square		
Address Line 4:	Cleveland, OHIO 44114-1291		
ATTORNEY DOCKET NUMBER:	079335-001 jmb		
NAME OF SUBMITTER:	Arthur P. Licygiewicz		
SIGNATURE:	/Arthur P Licygiewicz/		
DATE SIGNED:	11/14/2018		
Total Attachments: 7			
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NUNC PRO TUNC ASSIGNMENT OF TRADEMARK RIGHTS

This *Nunc Pro Tunc* Assignment of Trademark Rights ("Assignment"), effective as of September 8, 2017 (the "Effective Date"), is made by and between Diversified CPC International, Inc., a Wisconsin corporation ("Assignor"), and A-Gas US Holdings Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, and all subsisting registrations and pending applications therefor, set forth on Schedule A hereto (the "Trademarks");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademarks, and all goodwill of the business associated with and symbolized by the Trademarks;

WHEREAS, Assignor is desirous of assigning to Assignee all right, title and interest in and to the Trademarks, and all goodwill of the business associated with and symbolized by the Trademarks; and

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement, dated September 8, 2017, between Assignor and Assignee (the "Purchase Agreement"), the Assignor agreed to sell and the Assignee agreed to purchase all of the membership interests in Diversified Pure Chem, LLC, a Delaware limited liability company, including Assignor's entire right, title and interest in and to the Trademarks, the ongoing and existing business to which the Trademarks pertain and with which the Trademarks are used or are intended to be used, and all goodwill of the business associated with and symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. **Nunc Pro Tunc Assignment.** Assignor hereby assigns to Assignee, *nunc pro tunc* as of the Effective Date hereof, (a) all of Assignor's right, title and interest in and to the Trademarks, and all subsisting registrations and pending applications therefor, as set forth on Schedule A hereto, (b) all goodwill of the business associated with and symbolized by the Trademarks, and thus all goodwill of the ongoing and existing business to which the Trademarks pertain and with which the Trademarks are used or are intended to be used, (c) all right, title and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violations of any right, title and/or interest in and to the Trademarks, and to recover, collect or otherwise receive all damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefor, (d) all right, title and interest to bring any cancellation, opposition, or other proceeding in the United States Patent and Trademark Office, or before any equivalent agency, in connection with or otherwise based upon the Trademarks, and (e) all right, title and interest to collect and receive any and all income, royalties, proceeds and payments arising by virtue of use of the Trademarks after the Effective Date hereof. All rights, titles, and interests assigned hereunder are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Miscellaneous.**

a. At the reasonable request of Assignee, Assignor shall execute and deliver from time to time after the date of this Assignment such further documents, assignments, and conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the intent of this Assignment.

b. This Assignment shall be governed by and interpreted exclusively in accordance with the laws of the State of Ohio, without regard to its conflicts of law provisions.

c. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this *Nunc Pro Tunc* Assignment of Trademark Rights to be executed by a duly authorized officer, as of the below date.

ASSIGNOR:

**DIVERSIFIED CPC INTERNATIONAL,
INC.**



By: William N. Auriemma
Its: President & Chief Executive Officer

Dated: 10/24, 2018

ASSIGNEE:

A-GAS US HOLDINGS INC.



By: Michael Fox
Its: Chief Financial Officer, Secretary and
Treasurer

Dated: November 13, 2018

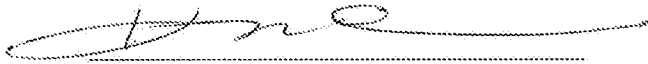


STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

On this 13 day of November, 2018, before me appeared Michael Fox, the person who signed the foregoing *Nunc Pro Tunc Assignment of Trademark Rights* (the "Assignment"), and who acknowledged that he is Chief Financial Officer, Secretary and Treasurer of A-Gas US Holdings Inc. (the "Assignee"), and that, being so duly authorized, he signed the Assignment as a free act for and on behalf of Assignee.



Notary Public (Signature)



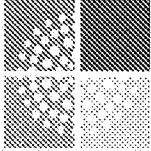
KEVIN R. CARIATO MICHALSKI
Print Name

My commission expires on: 2/16/2020

[Notarization of Nunc Pro Tunc Assignment of Trademark Rights]

SCHEDULE A

TRADEMARKS

Trademark	U.S. Registration/ Serial No.	Registration Date
Diversified Pure Chem	86/925,932	29-NOV-2016
Penguin	86/925,834	11-OCT-2016
	86/925,944	18-OCT-2016