

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environmental Technology, Inc.		04/30/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Polytek Development Corp.		
Street Address:	55 Hilton Street		
City:	Easton		
State/Country:	PENNSYLVANIA		
Postal Code:	18048		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4352840	POUR-ON HIGH GLOSS FINISH	
Registration Number:	4346387	FIBER-LOK	
Registration Number:	4346009	CASTIN' CRAFT	
Registration Number:	4866284	EASYMOLD	
Registration Number:	4870237	ULTRA-SEAL	
Registration Number:	2991351	ENVIROTEX LITE	
Registration Number:	4863027	EASYCAST	
Registration Number:	5106771	FASTCAST	
Registration Number:	4571985	EASYSCULPT	
Registration Number:	5675184	HEATFORM	
Registration Number:	4510401	CRYSTAL SHEEN	
Registration Number:	4505040	EASYSCULPT	
Registration Number:	4566905	ULTRA-GLO	
Registration Number:	4630892	ENVIROSET	
Registration Number:	4253041	ENVIROTEX JEWELRY RESIN	
Registration Number:	4295547	ENVIROTEX JEWELRY CLAY	
Registration Number:	4304707	ENVIROTEX	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 4352840

Fax Number: 2163634588

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.

Phone: 2163634677

Email: dpoirier@beneschlaw.com

Correspondent Name: Duncan H. Poirier

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	48535-2
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NAME OF SUBMITTER:	Duncan H. Poirier
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SIGNATURE:	/Duncan H. Poirier/
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DATE SIGNED:	10/15/2019
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), dated April 30, 2019, is entered into by and between Environmental Technology, Inc., a California corporation (the “**Assignor**”), and Polytek Development Corp., a New Jersey corporation (the “**Assignee**”). This Trademark Assignment is being executed pursuant to an Asset Purchase Agreement dated of even date herewith, by and among the Assignor, the Assignee and David Fonsen (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Trademark Assignment shall have the meanings assigned to them in the Purchase Agreement.

RECITALS

WHEREAS, the Assignor is the owner of all rights, title, and interests in the trademarks set forth in the attached Schedule A (the “**Marks**”);

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s rights, title, and interests in and to the Marks;

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

1. The Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee hereby accepts, the Assignor’s entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Marks, together with all the associated goodwill of its business symbolized by the Marks, and all applications and registrations of the Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Marks, including infringement of the Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee’s own name; provided that, with respect to United States intent-to-use trademark applications set forth in Schedule A, the transfer of such applications accompanies the transfer of the Assignor’s business, or portion of the business to which the intent-to-use trademark application pertains, and that business is ongoing and existing.

2. The Assignor will provide to the Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance, and do all acts and take such further action, including the execution, acknowledgment and delivery of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Trademark Assignment.

3. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

4. All matters relating to the interpretation, construction, validity and enforcement of this Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

5. Whenever possible, each provision of this Trademark Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Trademark Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trademark Assignment.

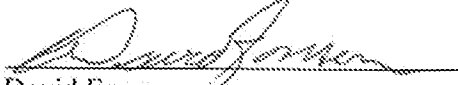
6. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Assignment by facsimile transmission or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR: ENVIRONMENTAL TECHNOLOGY, INC.

By:


Name: David Fonsen

Title: President

[Trademark Assignment]

ASSIGNEE: POLYTEK DEVELOPMENT CORP.

By: _____

Name: Jonathan Kane

Title: Chief Executive Officer

[Trademark Assignment]

SCHEDULE A

Marks

Jurisdiction	Application Number	Registration Number	Word Mark	Registration Date
US	85672582	4352840	POUR-ON HIGH GLOSS FINISH	18-06-2013
US	85744314	4346387	FIBER-LOK	04-06-2013
US	85729959	4346009	CASTIN' CRAFT	04-06-2013
US	86609135	4866284	EASYMOLD	08-12-2015
US	86609166	4870237	ULTRA-SEAL	15-12-2015
US	76589192	2991351	ENVIROTEX LITE	06-09-2005
US	86609104	4863027	EASYCAST	01-12-2015
WIPO - Australia	1157620	1157620	ENVIROTEX LITE	20-03-2013
US	86854217	5106771	FASTCAST	20-12-2016
US	86147287	4571985	EASYSCULPT	22-07-2014
US	88017735	5675184	HEATFORM	12/2/2019
US	86048422	4510401	CRYSTAL SHEEN	08-04-2014
US	86039655	4505040	EASYSCULPT	01-04-2014
US	86062047	4566905	ULTRA-GLO	15-07-2014
US	86048449	4630892	ENVIROSET	04-11-2014
US	85554985	4253041	ENVIROTEX JEWELRY RESIN	04-12-2012
US	85672672	4295547	ENVIROTEX JEWELRY CLAY	26-02-2013
US	85672769	4304707	ENVIROTEX	19-03-2013