

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/03/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Coatings, L.L.C.		12/09/2019	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	U.S. Coatings, LLC		
Street Address:	1999 Elizabeth Street		
City:	North Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2700983	EPOXYGRIP	
Registration Number:	2595629	MASTICGRIP	
Registration Number:	2545427	U.S. COATINGS	
Registration Number:	2592737	UREGRIP	
Registration Number:	2595628	ZINGGARD	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	3032912300		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Sabrina J. Danielson		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	120373-4000		
NAME OF SUBMITTER:	Sabrina J. Danielson		
SIGNATURE:	/Sabrina J. Danielson/		
DATE SIGNED:	12/10/2019		

OP \$140.00 2700983

Total Attachments: 4

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*"), effective as of January 3, 2018 (the "*Effective Date*"), is made by and between U.S. Coatings, L.L.C., a Missouri limited liability company, with an address at 690 Dougherty Terrace Drive, Ballwin, Missouri 63021 ("*Assignor*") and U.S. Coatings, LLC, a Delaware limited liability company, with an address at 1999 Elizabeth Street, North Brunswick, New Jersey 08902 ("*Assignee*").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of January 3, 2018 (the "*Purchase Agreement*"), by and among Assignee and Assignor. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed, among other things, to sell, transfer, convey, assign and deliver to Assignee, at the Closing, certain assets of the Assignor, including without limitation, the Assigned Intellectual Property (including the Trademarks, as defined below).

WHEREAS, Assignor owned all rights, title, and interest in and to the trademarks as set forth in Schedule A attached hereto and incorporated herewith, and all common law rights appurtenant thereto, as well as all goodwill and the business associated therewith (hereinafter collectively referred to as the "*Trademarks*");

WHEREAS, Assignee desired to acquire all rights, title, and interest in and to the Trademarks, all goodwill and common law rights appurtenant thereto, and the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer, to Assignee all worldwide rights, title, and interest in and to the Trademarks identified in Schedule A, including the goodwill and common law rights appurtenant thereto, the business associated therewith, and the right to claim priority rights deriving from any of the foregoing, and the right to sue for, recover damages and profits for, and settle and release past, present, and future infringement of any of the foregoing.

2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Trademarks to any third party.

3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If the Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purpose of the foregoing with the same legal force and effect as if executed by Assignor.

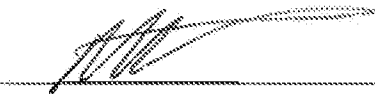
4. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.

5. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has executed and delivered this Assignment as of the date set forth above.

ASSIGNOR:

U.S. COATINGS, L.L.C.

By: 

Name: Mike Reed

Title: *Owner*

Date: *1/3/18*

Date Signed: December 5, 2019

ASSIGNEE:

U.S. COATINGS, LLC

By: _____

Name: _____

Title: _____

Date: _____

[Signature Page - Nunc Pro Tunc Trademark Assignment]

TRADEMARK
REEL: 006812 FRAME: 0775

IN WITNESS WHEREOF, each of Assignor and Assignee has executed and delivered this Assignment as of the date set forth above.

ASSIGNOR:

U.S. COATINGS, L.L.C.

By: _____

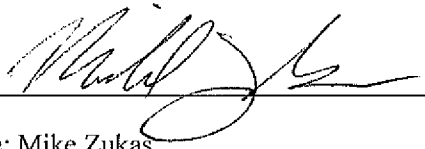
Name: Mike Reed

Title: _____

Date: _____

ASSIGNEE:

U.S. COATINGS, LLC

By:  _____

Name: Mike Zukas

Title: Vice President

Date: December 9, 2019

SCHEDULE A

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Goods and Services
EPOXYGRIP	USA	76130220	09/18/2000	2700983	03/25/2003	Class 2: epoxy-based primer, intermediate, and finish coatings for corrosion protection in industrial applications
MASTICGRIP	USA	76130329	09/18/2000	2595629	07/16/2002	Class 2: aluminum-based epoxy used as primer and finish coatings for corrosion protection in industrial applications
U.S. COATINGS	USA	76130203	09/18/2000	2545427	03/05/2002	Class 2: paints and coatings for corrosion control and aesthetics for use in industrial applications
UREGRIP	USA	76130392	09/18/2000	2592737	07/09/2002	Class 2: Coatings in the nature of urethane topcoats for use in industrial applications
ZINCGARD	USA	76130328	09/18/2000	2595628	07/16/2002	Class 2: Zinc-fortified coating for corrosion protection of steel in industrial applications