

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colorado Lining International, Inc.		09/01/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Raven Industries, Inc.		
Street Address:	PO Box 5107		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57117-5107		
Entity Type:	Corporation: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4965050	HYDRO-CAP	
Registration Number:	2321547	WEATHERBEATER	
Serial Number:	86211945	AQUAFLEX	
CORRESPONDENCE DATA			
Fax Number:	6123393061		
<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:	612-373-6900		
Email:	tmg@slwip.com		
Correspondent Name:	Schwegman, Lundberg & Woessner, P.A.		
Address Line 1:	P.O. Box 2938		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Jennifer Tintor		
SIGNATURE:	/Jennifer Tintor/		
DATE SIGNED:	03/12/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of September 1, 2017 (this "Trademark Assignment"), is executed and delivered by Colorado Lining International, Inc., a Colorado corporation ("Assignor"), in favor of Raven Industries, Inc., a South Dakota corporation ("Assignee").

RECITALS

A. Assignor, Assignee, John Heap, and Patrick Elliott entered into that certain Asset Purchase Agreement, dated as of August 22, 2017 (the "Asset Purchase Agreement"), pursuant to which Assignor agreed to, at the Closing, sell, assign, convey and transfer to Assignee, and Assignee has agreed to purchase and assume from Seller, Assignor's worldwide right, title and interest in, to and under, along with other Acquired Assets, (i) the trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos and (ii) copyrights, whether in published or unpublished works, all as set forth on Schedule A attached hereto and hereby incorporated by reference, together with the goodwill associated therewith and all registrations thereof, applications therefor and renewals and extensions thereof (collectively, the "Trademarks").

B. In accordance with the Asset Purchase Agreement, Assignor desires to sell, assign, convey and transfer to Assignee, and Assignee desires to purchase and assume from Assignor, all of Assignor's worldwide right, title and interest in, to and under the Trademarks.

C. Capitalized terms used herein without definition shall have the respective meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows (which includes the above recitals):

AGREEMENT

1. Assignment of Trademarks. Assignor hereby sells, assigns, conveys, and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world and in, to and under the Trademarks and all the rights appurtenant thereto, together with the goodwill associated therewith and which is symbolized thereby, all of Assignor's rights and actions for past infringement and/or misappropriation, and any and all renewals and extensions thereof that may hereafter be secured under the Legal Requirements now or hereafter in effect in the United States and in any other jurisdiction, all to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

2. Further Instruments. Assignor agrees to execute and deliver, or cause to be executed and delivered, such further instruments and take such other actions as Assignee or Assignor may deem reasonably necessary to record the assignment of the Trademarks to Assignee as contemplated by this Trademark Assignment or to secure for Assignee or its successors or assigns, or to evidence the rights, hereby transferred. If the Acquired Assets

include additional Business Intellectual Property Rights that are not Trademarks herein, but should, in accordance with the Asset Purchase Agreement, be included herein as a Trademark, Assignor agrees to execute and deliver, or cause to be executed and delivered, such further instruments to transfer title to such Business Intellectual Property Rights to Buyer in a form similar to this Trademark Assignment.

3. Recording of Assignment. Assignor authorizes and requests that the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and issue any and all trademarks issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Assignee shall have the right to record this Trademark Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Trademarks.

4. Asset Purchase Agreement. This Trademark Assignment is being executed and delivered pursuant to Section 2.11(ix) of the Asset Purchase Agreement and is not intended to in any way supersede, amend, expand, waive or otherwise modify or affect the rights and obligations of the parties under the Asset Purchase Agreement. In the event of a conflict between this Trademark Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

5. Successors and Assigns. This Trademark Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

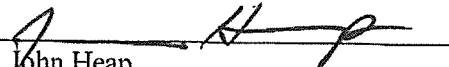
6. Counterparts; Electronic Signatures. This Trademark Assignment may be executed in two or more counterparts for the convenience of the parties, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or portable document format will be effective as delivery of a manually executed counterpart to this Trademark Assignment.

7. Governing Law; Jurisdiction. This Trademark Assignment will be governed by, and construed in accordance with, the internal Legal Requirements of the State of South Dakota, without reference to the choice of Legal Requirement or conflict of Legal Requirements principles thereof. The parties hereby agree and consent to be subject to the exclusive jurisdiction of the state and federal courts located in Sioux Falls, South Dakota, and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such Action. In furtherance of the foregoing, each of the parties (a) waives the defense of inconvenient forum, (b) agrees not to commence any Action arising out of this Trademark Assignment or any transactions contemplated hereby other than in any such court, and (c) agrees that a final judgment in any such Action (including any appeals therefrom) will be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by Legal Requirement.

[Signature page follows.]

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

COLORADO LINING INTERNATIONAL, INC.

By: 
Name: John Heap
Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006890 FRAME: 0217

Schedule A
Trademarks

Colorado Lining International, Inc.
Federal Trademark Registrations

Mark	App./ Reg. No.	Filing/ Reg. date	LRRC File No.	Goods/Services	Date of First Use	Next Deadline
HYDRO-CAP (word mark) Registered	4,965,050	Filing: 3/5/2014 Reg: 5/24/2016	228545 -00103	Class 22: Protective plastic floating cover system comprised primarily of a plastic geomembrane liner to prevent contamination, algae growth and evaporation of ponds, tanks and clarifiers	7/6/2015	Renewal due 5/24/2022
WEATHERBEATER (word mark) Registered	2,321,547	Filing: 2/26/1999 Reg: 2/22/2000	228545 -00108	Class 22: Tarpaulins for covering athletic fields	7/1/1998	Renewal due 2/22/2020
AQUAFLEX (word mark) Abandoned	86/211,945	Filing: 3/5/2014	228545 -00103	Class 17: Plastic liner material sold in roll form for residential and commercial use to line ponds and water features Determined to abandon because received Office Action from USPTO refusing registration for likelihood of confusion with existing registration #3,983,286 for "AQUAFLEX" for: "Soft, synthetic, non-metal chlorine resistant surfaces for indoor and outdoor waterplay environments, playgrounds, sports terrains and play areas" by Pebble Soft Technologies LLC from Minnesota	6/10/2013	Abandoned 12/18/2014