

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE RUSCOE COMPANY		08/31/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	TRC BUYER CO.		
Street Address:	219 East Miller Avenue		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44301		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0822630	RELI-O-BOND	
Registration Number:	0800553	R RUSCOE	
CORRESPONDENCE DATA			
Fax Number:	4129181199		
<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:	4129181112		
Email:	ipdocket@metzlewis.com		
Correspondent Name:	Jessica Hauth Mozingo		
Address Line 1:	535 Smithfield Street - Suite 800		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	Jessica Hauth Mozingo		
SIGNATURE:	/Jessica Hauth Mozingo/		
DATE SIGNED:	09/15/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is entered into and effective as of August 31, 2020, by and among THE RUSCOE COMPANY, an Ohio corporation (the "Seller") and TRC BUYER CO., an Ohio corporation ("Buyer").

WHEREAS, Seller, Buyer, Paul Michalec, an individual resident of the State of Ohio, and Betty Pfaff, an individual resident of the State of Ohio have entered into a certain Asset Purchase Agreement, dated as of August 31, 2020 (the "Asset Purchase Agreement"), pursuant to which, among other things, Seller has agreed to assign to Buyer all of its rights, title and interests in the Intellectual Property Assets, as defined in the Agreement and identified in Schedule A attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

2. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, Seller hereby sells, transfers, conveys, and assigns to Buyer, and Buyer hereby purchases from Seller, all of Seller's rights in and to the Intellectual Property Assets, including the items set forth on Schedule A hereto and all rights associated therewith, including, but not limited to, all goodwill of Seller's business associated with said Intellectual Property Assets together with any trademark and/or service mark applications and/or registrations including the same for the United States and all foreign countries and any registrations that may issue therefor in the United States and any foreign countries; the same to be held and enjoyed by Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives, together with all claims by Seller for damages by reason of past infringement of any trade or service mark which arises from the Intellectual Property Assets, with the right to sue for or recover and retain damages, costs and attorneys' fees for past, present and future infringement, dilution or misappropriation of any of the Intellectual Property Assets for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

3. The Intellectual Property Assets include all Intellectual Property that is a Purchased Asset. Seller represents that it is the sole and exclusive legal and beneficial owner of all right, title and interest in and to the Intellectual Property Assets free and clear of all liens and encumbrances, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. To the Knowledge of Seller, all registrations included in the Intellectual Property Assets are valid and enforceable. To the Knowledge of Seller, except as otherwise disclosed to Buyer, Seller has not infringed, misappropriated, or otherwise violated the Intellectual Property rights of any third party through the use of the Intellectual Property Assets. To the Knowledge of Seller, except as otherwise disclosed to Buyer, no third party has infringed, misappropriated, or otherwise violated the Intellectual Property Assets. Seller further agrees to waive all rights and privileges to attack the validity of any or all of any trademark registrations included in or which issue from said Intellectual Property Assets, or any other intellectual property rights associated with the Intellectual Property Assets which Seller has assigned as against anyone claiming a right under any or all of the aforementioned rights under Seller's assignment or grant.

4. Seller agrees that it, and its legal representatives or other persons duly authorized, will communicate to Buyer or the representatives thereof any facts known to it respecting said Intellectual Property

Assets and will, upon request, execute all documents necessary to perfect the right, title, and interest conveyed herein in and to Buyer, including without limitation releases of any prior security interests granted by Seller or its predecessors in interest, and testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Buyer or by counsel for Buyer, to assist or enable Buyer to obtain and enforce full benefits from the rights and interests herein assigned. In the event that Seller is unable or unwilling to fully perform its obligation under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Buyer, Seller hereby irrevocably designates and appoints Buyer or its assigns and their duly authorized officers and agents as Seller's agent and attorney-in-fact to act for and in Seller's behalf and instead of Seller, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Intellectual Property Assets.

5. As of the Closing Date, Seller shall deliver to Buyer or its designee copies of Seller's tangible and intangible embodiments of the Intellectual Property Assets and all records and documentation relating thereto, including but not limited to (i) any Software included in the Intellectual Property Assets, and (ii) all files, records, notes and correspondence with respect to the prosecution, registration and maintenance of any Intellectual Property Assets.

6. As of the Closing Date, all of the Intellectual Property Assets becomes intellectual property of Buyer and nothing contained herein or in the Asset Purchase Agreement shall preclude Buyer from changing the terms of any agreements with respect to the Intellectual Property Assets after the Closing Date.

7. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

8. This Assignment may be executed in two or more counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement.

9. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

IN WITNESS WHEREOF, the Parties have executed this Assignment as of date first above written.

SELLER:

THE RUSGRO COMPANY

By: _____

Name: _____

Title: _____

PAUL MICHALSC
PRESIDENT

BUYER:

TRC BUYER CO.

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of date first above written.

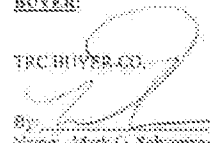
SELLER:

THE BURDIE COMPANY

By: _____
Name:
Title:

BUYER:

TRC BUYER, INC.

By:  _____
Name: Mark G. Schoppa
Title: President


[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

ASSIGNED IP

Seller Marks

U.S. FEDERAL TRADEMARKS

TRADEMARK	STATUS	Reg. No.	OWNER NAME
RELI-O-BOND	Live	0822630	The Ruscoe Company
	Live	0800553	The Ruscoe Company

U.S. STATE TRADEMARKS

None.

UNREGISTERED TRADEMARKS

TRADEMARK	STATUS	OWNER NAME
PAN-L-BOND	In use on website www.ruscoe.com	The Ruscoe Company
RUSCOE	In use on website www.ruscoe.com	The Ruscoe Company
RELIOBOND	In use on website www.ruscoe.com	The Ruscoe Company
LUB-TORK	In use on website www.ruscoe.com	The Ruscoe Company
PERMANENT SEALER	In use on website www.ruscoe.com	The Ruscoe Company

COPYRIGHTS

Copyrights Unregistered:

DESCRIPTION	DATE OF WRITTEN AGREEMENT WITH ASSIGNEE
Website www.ruscoe.com and contents thereof	May 16, 2018
Technical data and literature on various Ruscoe products	N/A
News and press releases relating to Ruscoe company and products	N/A

Copyrights Registered: None.

PATENTS

None.