

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600937

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900563505

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Polytorx, LLC		01/01/2017	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Pensmore Reinforcement Technologies, LLC
Street Address:	2300 Washtenaw Ave
Internal Address:	Suite 201
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48104
Entity Type:	Limited Liability Company: MICHIGAN

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2921854	HELIX
Registration Number:	4548727	TOREX
Serial Number:	88377512	TWISTED STEEL MICRO REBAR
Serial Number:	88377489	MICRO REBAR
Serial Number:	88380584	TSMR

CORRESPONDENCE DATA

Fax Number: 8446706009

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: 7344367360

Email: JLevoska@dickinsonwright.com

Correspondent Name: Dickinson Wright PLLC

Address Line 1: 350 S. Main Street

Address Line 2: Suite 300

Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	PENSMORE
NAME OF SUBMITTER:	Michael N. Spink
SIGNATURE:	/Michael N Spink/

DATE SIGNED:	10/02/2020
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Total Attachments: 5

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POLYTORK, LLC
INDENTURE, ASSIGNMENT & BILL OF SALE

THIS INDENTURE is made effective as of January 1, 2017 at 12:01am by and between Polytorx, LLC ("Polytorx") and Pensmore Reinforcement Technologies, LLC ("PRT").

RECITALS

A. PRT is a wholly-owned LLC subsidiary of Polytorx, pursuant to a certain LLC Operating Agreement dated even date herewith (the "PRT Operating Agreement").

B. Polytorx has determined [Redacted] to contribute substantially all of the Polytorx tangible and intangible property, [Redacted] thus Polytorx desires to assign and transfer substantially all of its tangible and intangible property to PRT as a Capital Contribution, [Redacted]

NOW, THEREFORE, in consideration of the above premises and of the benefits to be obtained by the observance of the mutual covenants contained herein, and for other good, valuable and legal consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Recitals. The above recitals are incorporated in this Agreement by reference and are made a part of this Agreement. Capitalized terms not defined in this Agreement have the definitions as used in the PRT Operating Agreement.

2. Assignment & Transfer of Property to PRT. In exchange for PRT issuing a membership Interest to Polytorx, Polytorx hereby makes a Capital Contribution and assigns, transfers, conveys and delivers unto PRT, all of the assets and tangible and intangible properties located at Polytorx's places of business and/or listed Polytorx's books and records, as well as any and all [Redacted]

[Redacted] patents, patent applications, trademarks, trade secrets, trade dress, goodwill [Redacted] and any and all related assets and property of every kind and description owned or held by Polytorx, along with the going business heretofore operated by Polytorx (the "Assets"). TO HAVE AND TO HOLD the same unto PRT, its successors and permitted assigns forever. PRT accepts this assignment and Capital Contribution of the Assets.

3. [Redacted]

4. Representations and Warranties. Polytorx hereby represents, warrants and covenants that (a) the Assets being transferred pursuant to this Agreement, are free and clear of

all liens, encumbrances or claims of any sort or kind [Redacted] and
(b) Polytex has the right, power and authority to enter into this Indenture and transfer the Assets
in accordance herewith.

[Redacted]

4. Miscellaneous.

[Redacted]

(Signatures on the next page)

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day and year first above written.

POLYTORX, LLC

By: *Luke R Pinkerton* (SEAL)
Luke Pinkerton, Authorized Manager

By: _____ (SEAL)
Steven T. Huff, Authorized Manager

PENSMORE REINFORCEMENT TECHNOLOGIES, LLC

By: *Luke R Pinkerton* (SEAL)
Luke Pinkerton, Authorized Manager

By: _____ (SEAL)
Steven T. Huff, Authorized Manager

By: _____ (SEAL)
Christopher J. Doran, Authorized Manager

By: _____ (SEAL)
Alan M. Harter, Authorized Manager

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IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day and year first above written.


POLYTORX, LLC

By: _____ (SEAL)
Luke Pinkerton, Authorized Manager

By:  _____ (SEAL)
Steven T. Huff, Authorized Manager

PENSMORE REINFORCEMENT TECHNOLOGIES, LLC

By: _____ (SEAL)
Luke Pinkerton, Authorized Manager

By:  _____ (SEAL)
Steven T. Huff, Authorized Manager

By: _____ (SEAL)
Christopher J. Doran, Authorized Manager

By: _____ (SEAL)
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