

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Paint Industries Inc.		06/01/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Atlas Coatings Group Corp.		
Street Address:	4808 Farragut Road		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11203-6612		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1610963	HARCO	
CORRESPONDENCE DATA			
Fax Number:	5163683896		
<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:	2128849102		
Email:	jcramer@solomoncramer.com		
Correspondent Name:	Jennifer G. Cramer		
Address Line 1:	25 West 39th Street, 7th Floor		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Jennifer G. Cramer		
SIGNATURE:	/s/ Jennifer G. Cramer		
DATE SIGNED:	02/24/2021		
Total Attachments: 3			
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OP \$40.00 1610963

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made, entered into, and effective as of this 1 day of June, 2018 (the "Effective Date"), by and between National Paint Industries Inc., a New Jersey corporation ("Assignor"), and Atlas Coatings Group Corp., a New York corporation ("Assignee").

AGREEMENT

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated June 1, 2018 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, among other things, all rights in and to the Assigned Intellectual Property (as defined herein);

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows.

1. **DEFINITIONS.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

2. **ASSIGNMENT.** Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts from Assignor all intellectual property included within the Purchased Assets, including: (1) any claims and causes of action that the Assignor may have against third parties with respect to such intellectual property, including for past infringement, and (b) the trademarks set forth on Exhibit A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Assigned Intellectual Property").

3. **GOVERNING LAW.** This Assignment, and any subsequent amendments or modifications to this Assignment, shall be governed by and construed in accordance with the laws of the State of New York, without regard to its or any other jurisdiction's conflict of laws rules or principles.

4. **EXHIBITS.** All exhibits referred to in this Assignment, including Exhibit A, are attached hereto and incorporated herein by reference. This Assignment may be executed in any number of counterparts and delivered via facsimile or by .pdf or similar attachment to electronic mail, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one in the same instrument.

[Signatures on the Following Page]

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, have entered into and executed this Assignment as of the Effective Date.

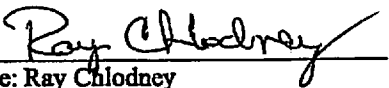
ATLAS COATINGS GROUP CORP.

By:  _____

Name: Jeff Berman

Its: President

NATIONAL PAINT INDUSTRIES INC.

By:  _____

Name: Ray Chlodney

Its: Chief Executive Officer

Exhibit A

Trademarks

1. The trademark "Talon"
2. The trademark "General Coatings"
3. The registered trademark for HARCO, registration number: Reg.: 1,610,963