TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM672395

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900632401	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marves Industries, Inc.		03/11/2021	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Airlite Plastics Co.
Street Address:	6110 ABBOTT DR
City:	ОМАНА
State/Country:	NEBRASKA
Postal Code:	68110
Entity Type:	Corporation: NEBRASKA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5156238	INVISICOAT
Registration Number:	5156234	LIQUID-LOCK

CORRESPONDENCE DATA

Fax Number:

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: 312-463-5000

bwptotm@bannerwitcoff.com Email:

Liz Brodzinski **Correspondent Name:**

Address Line 1: 71 South Wacker Drive

Address Line 2: **Suite 3600**

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	006538.00305
NAME OF SUBMITTER:	Liz Brodzinski
SIGNATURE:	/Liz Brodzinski/
DATE SIGNED:	09/03/2021

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Trademark Assignment is entered into by and between Marves Industries, Inc., a corporation organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter referred to as "Assignor") and Airlite Plastics Co., a corporation duly organized and existing under by virtue of the laws of the State of Nebraska (hereinafter referred to as "Assignee").

WHEREAS, under the terms of that certain Asset Purchase Agreement by and between Assignor and Assignee effective March 13, 2021 (the "Asset Purchase Agreement"), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, the trademarks listed in Exhibit A, including all worldwide trademark applications and registrations, trade names, common law rights, and all other rights to the trademarks (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to convey all right, title, and interest in and to the Trademarks to Assignee; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademarks.

Now, Therefore, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows.

- 1. Assignor irrevocably conveys, transfers, and assigns to Assignee, its successors and assigns and Assignee hereby accepts, all of Assignor's right, title and interest in said Trademarks together with the goodwill of the business in connection with which such Trademarks are used, and together with the full right to sue for and recover all profits and damages for past, present and future infringements or dilutions of such Trademarks.
- Assignor shall execute all such other documents, and take such other steps as are necessary to transfer ownership of the Trademarks to Assignee. Assignor shall execute and deliver or shall cause to be delivered all such transfers, assignments, conveyances, powers of attorney, assurances, declarations, and any other documents, and take all such further action necessary to confirm, effectuate, or record this Assignment, as Assignee may request from time to time.
- 3. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee.
- 4. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase

Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

- 5. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 6. This Trademark Assignment and the interpretation and enforcement of its terms shall be governed by the laws of the State of Nebraska excluding its law of conflicts. Any suit to enforce or interpret this Trademark Assignment shall be brought in a state or federal court of competent jurisdiction in the State of Nebraska, Douglas County, and the parties hereto consent to the personal jurisdiction of any such court.

Remainder of this page is intentionally left blank. Signature page follows.

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MARVES INDUSTRIES, INC. Name: Elias Gomez Title: President State of North Carolina County of Burke The foregoing instrument was acknowledged before me this 11th day of March, 2021 by Elias Gomez VIRGINIA L SHAW **NOTARY PUBLIC** CATAWBA COUNTY, NO My Commission Expires 8-21-2022 AGREED TO AND ACCEPTED: Assignor Name: Steven Kane Title: Chief Financial Officer County of Burke Country of <u>United States</u> The foregoing instrument was acknowledged and executed before me this limited day of March, 2021 by Steven Kane VIRGINIA L SHAW ___ Public/Witness **NOTARY PUBLIC** CATAWBA COUNTY, NC My Commission Expires 8-21-2022

In Testimony Whereof, Assignor has caused this Assignment to be executed by an

officer thereof, duly authorized, this 13th day of March, 2021.

EXHIBIT A

	Serial Number	Reg. Number
1. INVISICOAT	87178852	5156238
2. LIQUID-LOCK	87178641	5156234

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TRADEMARK
RECORDED: 07/28/2021 REEL: 007409 FRAME: 0299