

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERLOT TARPAULIN & SIDEKIT MFG. CO., INC.		09/25/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MTSM ACQUISITION, LLC		
Street Address:	ONE PPG PLACE, SUITE 1660		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	74146331	PANEL-TARP	
Serial Number:	77447217	MERLOT	
Serial Number:	73615887	MERLOT	
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:	10/22/2021		
Total Attachments: 4			
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CH \$90.00 74146331

INTELLECTUAL PROPERTY ASSIGNMENT

This is an Assignment, having an effective date of September 29, 2021, by and between:

MERLOT TARPAULIN & SIDEKIT MFG. CO., INC., a Pennsylvania corporation, having its principal office and place of business at 10 Plum Street and Tarp Drive, Verona, Pennsylvania 15147 (the "Assignor"); and

MTSM ACQUISITION, LLC, a Pennsylvania limited liability company, having its principal office and place of business at One PPG Place, Suite 1660, Pittsburgh, Pennsylvania 15222 (hereafter "Assignee").

Assignor owns certain technology and intellectual property, including, but not limited to, Letters Patent and trademarks, service marks and/or other rights in the names and/or marks identified or otherwise identified on Schedule A hereto (the "Intellectual Property"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property and all intellectual property rights associated therewith, including, but not limited to, all works of authorship, text, graphics, drawings, plans, computer code and mask works, whether copyrightable or not; all trade secrets, confidential information, technical and non-technical know-how associated or utilized in conjunction with the Intellectual Property together with any patent applications including the same for the United States and all foreign countries and any Letters Patent that may issue therefor in the United States and any foreign countries, together with all divisions, reissues, continuations, continuations-in-part, applications or patents claiming the benefit thereof, renewals, and extensions thereof including all priority rights under the International Convention associated therewith; all goodwill of Assignor's business associated with said Intellectual Property 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 Assignee 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 Assignor 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 Assignor for damages by reason of past infringement of any trade or service mark which arises from the Intellectual Property, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property and will, upon request, 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 Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that it has sole, exclusive, valid and unencumbered title to the Intellectual Property, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the utility, novelty or validity of any or all of any patents or trademark registrations included in or which issue from said Intellectual Property, or the validity of any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

Merlot Tarpaulin & Sidekit Mfg. Co., Inc.

By: Lori Merlot

Name: Lori Merlot

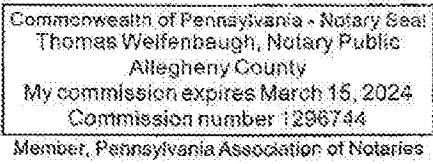
Title: President

STATE OF Pennsylvania)
COUNTY OF Allegheny }

SS:

On this 25th day of September, 2021 before me, a Notary Public, the undersigned officer, personally appeared Lori Merlot who acknowledged himself to be the President of Merlot Tarpaulin & Sidekit Mfg. Co., Inc., a Pennsylvania corporation, and declared that as such officer, he duly executed the foregoing Intellectual Property Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Merlot Tarpaulin & Sidekit Mfg. Co., Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Thomas Weifenbaugh
Notary Public

MTSM Acquisition, LLC

By: _____

Name: George Pilafas

Title: President

STATE OF _____)
COUNTY OF _____)

SS:

On this _____ day of _____, 2021, before me, a Notary Public, the undersigned officer, personally appeared George Pilafas, who acknowledged himself to be the President of MTSM Acquisition, LLC, a limited liability company, and declared that as such officer, he duly executed the foregoing Intellectual Property Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of MTSM Acquisition, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

Merlot Tarpaulin & Sidekit Mfg. Co., Inc.

By: _____

Name: Vincent J. Merlot, Jr.

Title: President

STATE OF _____)
COUNTY OF _____)

SS:

On this _____ day of _____, 2021 before me, a Notary Public, the undersigned officer, personally appeared Vincent J. Merlot, Jr. who acknowledged himself to be the President of Merlot Tarpaulin & Sidekit Mfg. Co., Inc., a Pennsylvania corporation, and declared that as such officer, he duly executed the foregoing Intellectual Property Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Merlot Tarpaulin & Sidekit Mfg. Co., Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

MTSM Acquisition, LLC

By: _____

Name: George Pilafas

Title: President

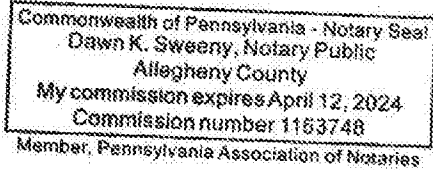
STATE OF Pennsylvania)
COUNTY OF Allegheny)

SS:

On this 29th day of September, 2021, before me, a Notary Public, the undersigned officer, personally appeared George Pilafas, who acknowledged himself to be the President of MTSM Acquisition, LLC, a limited liability company, and declared that as such officer, he duly executed the foregoing Intellectual Property Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of MTSM Acquisition, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Dawn K. Sweeny
Notary Public



[Signature page to IP Assignment -- Seller to Buyer]

SCHEDULE A

TRADEMARKS

Mark	Jurisd.	App. No.	Filing Date	Reg. No.	Reg. Date
PANEL-TARP	US	74146331	Mar. 11, 1991	1678424	Mar. 10, 1992
MERLOT	US	77447217	Apr. 14, 2008	3629738	Jun. 02, 2009
MERLOT	US	73615887	August 21, 1986	1481527	March 22, 1988

PATENTS

Title	Jurisd.	App. No.	Filing Date	Patent No.	Issue Date
Cover System	US	11/685,409	03-13-2007	7,325,856	02-05-2008
Cover System	US	11/011,715	12-14-2004	7,210,726	05-01-2007