

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCP Coatings, Inc.		12/20/2021	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	NCP Coatings, LLC		
Street Address:	2101 Rosecrans Ave.		
Internal Address:	Suite 4275		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5081672	BARKMARK	
Registration Number:	4341451	SILOXOGRIP	
Registration Number:	5826326	DYNAGRIP	
Registration Number:	5826324	DYNAGUARD	
Registration Number:	5826330	DYNATHANE	
Registration Number:	5829050	SILOXOPRIME	
Registration Number:	5829052	SILOXOREZ	
Registration Number:	5826323	SILOXOSHIELD	
Registration Number:	2629564	BARK-MARK	
Registration Number:	1881744	DYNAMATCH	
Registration Number:	2853948	NCP	
Registration Number:	3178046	DYNASPEC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		

CH \$315.00 5081672

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/ mp

DATE SIGNED: 12/23/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment Agreement”), effective as of December 20, 2021 (“Effective Date”), is between (a) NCP Coatings, LLC, a Delaware limited liability company (“Buyer”) and (b) NCP Coatings, Inc., an Indiana corporation (“Assignor”).

A. Reference is made to that certain Asset Purchase Agreement, dated as of the date hereof (as may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among (a) Buyer; (b) CPC NCP Holdings, LLC, a Delaware limited liability company and indirect parent company of Buyer; (c) Assignor; and (d) Benjamin Casey Hannewyk and Cornelius Marvin Hannewyk IV, pursuant to which Buyer shall acquire, assume and accept from Seller substantially all of the assets of the Business of Seller;

B. The execution and delivery of this Assignment Agreement is required pursuant to Section 2.10(c)(vi) of the Purchase Agreement; and

C. Assignor is willing to assign to Buyer all rights it may have in and to all Business Intellectual Property on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Buyer, Assignor and Buyer agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, conveys, assigns, transfers, and delivers to Buyer, its successors and assigns, all of such Assignor’s worldwide right, title and interest in and to all work and all Owned Intellectual Property, including, without limitation, all worldwide right, title and interest in and to:

(a) patents, industrial designs, and utility models and applications for any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, requests for continuing examination, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (the “Patents”), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors’ certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors’ certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade names, trade dress, logos, slogans, tag lines, fictitious business names, uniform resource locators, internet domain names, social media accounts and handles, and all other source or business identifiers or designators of origin (whether registered or unregistered), registrations and applications, for registration of, and renewals and extensions of, any of the foregoing, and all common law rights in and goodwill associated with any of the foregoing, including the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit A (the “Trademarks”), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress confusingly similar to any of the foregoing;

(c) works of authorship, websites, copyrights, mask work rights, database rights, and design rights (all whether registered or unregistered); registrations and applications for registration of, and all renewals and extensions of, any of the foregoing and all moral rights associated with any of the foregoing, including the copyrights, mask works and registrations and applications therefor identified in Exhibit A (the “Copyrights”), all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) all economic rights of authors and inventors, however denominated, with respect to the Owned Intellectual Property;

(e) computer software, firmware, databases, data collections and related documentation and materials, including source code, object code, code repositories, development tools, application programming interfaces, user interfaces, architecture, files, manuals, programmers’ notes, derivative works, foreign language versions, fixes, upgrades, updates, enhancements, current and prior versions and releases, and all media and other tangible property necessary for the delivery or transfer of any of the foregoing, including the software identified on Exhibit A;

(f) artificial intelligence technologies, including machine learning technologies and deep learning technologies

(g) trade secrets and other proprietary and confidential information and data, including inventions (whether or not patentable or reduced to practice), invention disclosures, ideas, developments, improvements, customizations, know-how, designs, drawings, algorithms, source code, methods, processes, techniques, formulae, recipes, dies, research and development, compilations, compositions, manufacturing processes, production processes, devices, specifications, reports, analyses, data, data analytics, customer lists, supplier lists, pricing information, cost information, business plans, business proposals, marketing plans, and marketing proposals, and resin manufacturing equipment, including the trade secrets identified in Exhibit A;

(e) any rights recognized under applicable Law that are equivalent or similar to any of the foregoing (collectively, the “**Transferred Intellectual Property**”), the same to be held and enjoyed by Buyer, its successors and assigns;

(f) all of Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Transferred Intellectual Property in the name of Buyer, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Transferred Intellectual Property, including without limitation all proceeds to infringement suits, the

right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Transferred Intellectual Property, and all rights corresponding thereto throughout the world for the Transferred Intellectual Property rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the corresponding entities, agencies or registrars in the United States or any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Buyer and to record Buyer as owner of the Patents, Trademarks and Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide Buyer, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 2 above, including, without limitation, upon request by Buyer to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid Buyer or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Transferred Intellectual Property in all jurisdictions and to record Buyer as owner of the Transferred Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Buyer in transferring all domain names that are Transferred Intellectual Property, including as applicable, placing each of the domain names in "unlocked" status and provide Buyer the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Buyer. Assignor shall not assert any right, title or interest in or to any of the Transferred Intellectual Property and shall not use any of the Transferred Intellectual Property except as may be expressly authorized by Buyer in writing.

5. General.

(a) Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Consent to Jurisdiction. Each of the parties to this Assignment Agreement hereby submits to the exclusive jurisdiction of the state and federal courts located in the State of Delaware in respect of the disputes and claims with respect to this Assignment Agreement and waives, and agrees not to assert, any defense in any action for such interpretation or enforcement that such party is not subject to such jurisdiction or that such action may not be brought or is not maintainable in such courts or that this Assignment Agreement may not be enforced in or by such courts, that the action is brought in an inconvenient forum, or that the venue of the action is improper. Service of process with respect thereto may be made upon any party by mailing a copy thereof by registered or certified mail, postage prepaid, to such party at its address as provided in Section 9.2 of the Purchase Agreement.

(c) Specific Performance. Each of the parties to this Assignment Agreement acknowledges and agrees that the other party would be damaged irreparably in the event any provision of this Assignment Agreement was not performed in accordance with its specific terms or otherwise was breached. Accordingly, each party agrees that the other party shall be entitled to, in addition to any other remedy that

it may be entitled to at law or in equity, an injunction or injunctions to prevent breaches of the provisions of this Assignment Agreement at any time and to enforce specifically this Assignment Agreement and the terms and provisions hereof in any action instituted in the state and federal courts located in the State of Delaware.

(d) No Recourse Against Buyer Affiliates. This Assignment Agreement may only be enforced against, and any action, suit, claim, investigation, or proceeding based upon, arising out of or related to this Assignment Agreement may only be brought against, the Persons that are expressly named as parties to this Assignment Agreement or the letter of intent. Except to the extent named as a party to this Assignment Agreement, and then only to the extent of the specific obligations of such parties set forth in this Assignment Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or advisor of any party to this Assignment Agreement will have any liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or liabilities of any of the parties to this Assignment Agreement or for any action, suit, claim, investigation, or proceeding based upon, arising out of or related to this Assignment Agreement.

(e) Binding Effect; Assignment. Neither this Assignment Agreement nor any of the rights, interests or obligations under this Assignment Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by either party hereto without the prior written consent of the other party hereto, and any such assignment without such prior written consent shall be null and void; provided that notwithstanding the foregoing, Buyer may assign its rights and/or obligations hereunder to any Affiliate or to any subsequent buyer of Seller or the Business or of all or substantially all of the Purchased Assets, without the prior written consent of the other party hereto; provided, further, that no such assignment shall relieve Buyer of its obligations hereunder. Subject to the preceding sentence, this Assignment Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.

(f) Amendment and Waiver. No amendment of any provision of this Assignment Agreement shall be valid unless the same shall be in writing and signed by each party hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be: (i) valid unless the same shall be in writing and signed by the party against whom such waiver will be enforced; and (ii) deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, covenant or agreement hereunder, or affect in any way any rights arising by virtue of any such prior or subsequent occurrence. No course of dealing between or among the parties shall be deemed effective to modify, amend or discharge any part of this Assignment Agreement or any rights or obligations of any party under or by reason of this Assignment Agreement.

(g) Counterparts. This Assignment Agreement may be executed in counterparts, all of which taken together shall constitute one and the same agreement.

(h) No Third Party Beneficiaries. This Assignment Agreement is not intended, and shall not be deemed, to: (i) confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns; (ii) create any agreement of employment with any Person; or (iii) otherwise create any third-party beneficiary hereto.

(i) Severability. Whenever possible, each provision of this Assignment Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment Agreement.

(j) Headings. The headings contained in this Assignment Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Assignment Agreement.

(k) Entire Agreement. This Assignment Agreement and the Purchase Agreement represent the entire agreement between the parties with respect to the assignment of the Transferred Intellectual Property by Assignor.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

NCP COATINGS, INC.

By: _____

Name: Charlton Keultjes

Title: President

[Signature Page to Intellectual Property Assignment Agreement]

NCP COATINGS, LLC


By: 
Name: Martin A. Sarafa
Title: President and Secretary

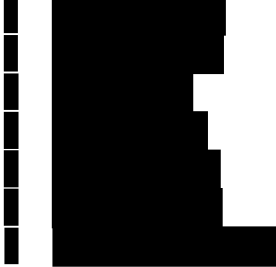
EXHIBIT A

Intellectual Property

Trademarks:

Trademark Applications and Registrations:

Country	Trademark	Status	Reg. No. App. No.	Reg. Date App. Date	Owner
US	BARKMARK	Registered	5081672 86964357	11/15/2016 04/05/2016	Ncp Coatings, Inc.
US	SILOXOGRIP and Design	Registered	4341451 85693239	05/28/2013 08/02/2012	Ncp Coatings, Inc.
US	DYNAGRIP and Design	Registered	5826326 88248208	08/06/2019 01/03/2019	Ncp Coatings, Inc.,
US	DYNAGUARD and Design	Registered	5826324 88248191	08/06/2019 01/03/2019	Ncp Coatings, Inc.,
US	DYNATHANE and Design	Registered	5826330 88248237	08/06/2019 01/03/2019	Ncp Coatings, Inc.,
US	SILOXOPRIME and Design	Registered	5829050 88316124	08/06/2019 02/26/2019	Ncp Coatings, Inc.,
US	SILOXOREZ and Design	Registered	5829052 88316573	08/06/2019 02/26/2019	Ncp Coatings, Inc.,
US	SILOXOSHIELD and Design	Registered	5826323 88248189	08/06/2019 01/03/2019	Ncp Coatings, Inc.,
US	BARK-MARK	Renewed	2629564 75203841	10/08/2002 11/25/1996	Ncp Coatings, Inc.
US	DYNAMATCH	Renewed	1881744 74418158	03/07/1995 07/29/1993	Ncp Coatings, Inc.
US	NCP	Renewed	2853948 78273416	06/15/2004 07/11/2003	Ncp Coatings, Inc.
US	DYNASPEC	Renewed	3178046 78505763	11/28/2006 10/26/2004	Ncp Coatings, Inc.



[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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