

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polymer Adhesive Sealant Systems, Inc.		05/11/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Polymer Adhesives, LLC		
Street Address:	3963 Maple Avenue		
Internal Address:	Suite 170		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6338015	POLYMER ADHESIVES	
Registration Number:	6183872	POLYMER ADHESIVES	
Registration Number:	5230467	AERO-TACK	
Registration Number:	5207432	GLASSTACK	
Registration Number:	4356861	AIRSEAL	
Registration Number:	4356862	AIRSEAL	
Registration Number:	6183873	POLYMER ADHESIVES	
CORRESPONDENCE DATA			
Fax Number:	2146653601		
<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>			
Email:	newgentk@gtlaw.com		
Correspondent Name:	GREENBERG TRAUERIG, LLP		
Address Line 1:	2200 ROSS AVENUE		
Address Line 2:	SUITE 5200		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	181871-010800		
NAME OF SUBMITTER:	Katie Newgent		

CH \$190.00 6338015

SIGNATURE:	/Katie Newgent/
DATE SIGNED:	05/11/2023
Total Attachments: 7 source=Stockyards - IP Assignment Agreement (Seller to Buyer) Executed Compiled#page1.tif source=Stockyards - IP Assignment Agreement (Seller to Buyer) Executed Compiled#page2.tif source=Stockyards - IP Assignment Agreement (Seller to Buyer) Executed Compiled#page3.tif source=Stockyards - IP Assignment Agreement (Seller to Buyer) Executed Compiled#page4.tif source=Stockyards - IP Assignment Agreement (Seller to Buyer) Executed Compiled#page5.tif source=Stockyards - IP Assignment Agreement (Seller to Buyer) Executed Compiled#page6.tif source=Stockyards - IP Assignment Agreement (Seller to Buyer) Executed Compiled#page7.tif	

IP ASSIGNMENT

THIS IP ASSIGNMENT (“Agreement”), made and entered into effective as of May 11, 2023 (the “Effective Date”), is made by Polymer Adhesive Sealant Systems, Inc., a Texas corporation having an office at 501 Garrett Morris Parkway, Mineral Wells, Texas 76067 (“Assignor”) to Polymer Adhesives, LLC, a Delaware limited liability company having an office at 3963 Maple Avenue, Suite 170, Dallas, Texas 75219 (“Assignee”). Each of Assignee and Assignor may be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor has acquired certain rights, title and interest in intellectual property rights used in its business, including, without limitation, the patents, domain names and trademarks set forth on Schedule A attached hereto (collectively, the “Intellectual Property Assets”);

WHEREAS, concurrently with this Agreement, the Parties are entering into a Contribution and Asset Purchase Agreement, pursuant to which Assignor is selling, transferring, and assigning certain assets relating to the business and/or operation of Assignor (the “Purchase Agreement”), including the Intellectual Property Assets;

WHEREAS, the Asset Purchase Agreement contemplates the execution of this Agreement; and

WHEREAS, Assignor desires to assign and transfer to the Assignee, and Assignee desires to acquire, all of Assignor’s right, title, and interest in, to, or under the Intellectual Property Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor does hereby sell, assign, and transfer to Assignee all worldwide right, title, and interest, including all available common law rights in, to, and under all of the Intellectual Property Assets (except any trademark applications filed on the basis of Assignor’s intent to use such trademark for which a statement of use has not been filed, and such applications will be assigned upon filing of applicable statements of use), together with any goodwill of the business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue available and enforceable rights in the Intellectual Property Assets, and to file any and all available subsequent applications based on the Intellectual Property Assets including any and all divisionals, continuations, substitutions, renewals, and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, or 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.

2. Further Assurances. Assignor covenants not to sue and further agrees not to challenge or oppose, or to assist another in challenging or opposing, Assignee’s or its successors’ and assigns’ use of or exclusive ownership rights in and to the Intellectual Property Assets. Assignor hereby agrees that it will, at the request of Assignee, execute any and all applications and other

documents regarding any Intellectual Property Assets and do all other and further lawful acts that Assignee may deem necessary or desirable related to this Agreement. If Assignee is unable for any reason to obtain on a timely basis such executed documents from Assignor, Assignor hereby irrevocably appoints Assignee or its successors, assigns, or other legal representatives as its attorney-in-fact to execute on its behalf and to record all such documents.

3. Authorization. Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including Letters Patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of its successors, assigns, or 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.

4. Representations and Warranties. Assignor represents and warrants that Assignor has full power and authority to enter into this Agreement and undertake the obligations set forth herein, and that the signature affixed to the Agreement and any ancillary documents is duly authorized.

5. Binding Effect. This Agreement shall have an unlimited term and shall be fully binding upon and inure to the benefit of each of the Parties hereto and each of their respective successors and assigns.

6. Execution. This Agreement may be executed by each of the Parties hereto in separate counterparts and have the same force and effect as if it had been executed as a single document.

7. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any law, rule, or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, unlawful, or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful, or unenforceable provision.

8. Acknowledgement. The Parties acknowledge that they have been, or had the opportunity to be, represented and advised by independent legal counsel throughout the negotiations which have culminated in the execution of this Agreement, that they understand the terms of this Agreement, and that they have voluntarily executed this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned Assignor has executed this Agreement to be effective as of the Effective Date.

POLYMER ADHESIVE SEALANT SYSTEMS, INC.

By: Brady Basil
Brady Basil, President

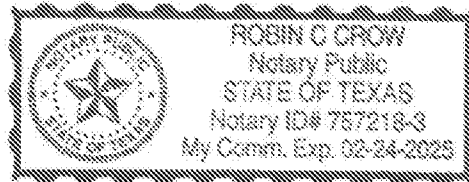
STATE OF TEXAS)
) SS.
COUNTY OF PALO PINTO)

On the 3 day of May in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Brady Basil, President of Polymer Adhesive Sealant Systems, Inc., a Texas corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Robin C. Crow
Notary Public

My Commission Expires:

2/24/2025



IN WITNESS WHEREOF, the undersigned Assignee has executed the above and foregoing Agreement as of the Effective Date.

POLYMER ADHESIVES, LLC

DocuSigned by:

Bryan Bailey

By: 421BA9E85B77439...

Name: Bryan Bailey

Title: President

SCHEDULE A
Intellectual Property Assets

1. Domain Names

Passmfg.com
Polymeradhesives.com
Polymer-Adhesive.com.com

2. Trademarks

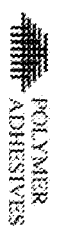
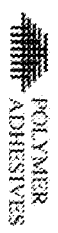
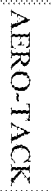
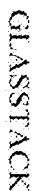
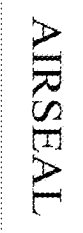
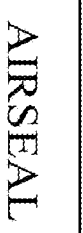
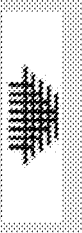
See Attached.

3. Patents

See Attached.

4. Unregistered Trademarks and Tradenames

Polymer Adhesive Sealant Systems, Inc.
AIRSEAL ZERO
CADS
POLYSIL
ROLLMASTIC

Docket No.	Owner	Country	State	App. No.	Application Date	Reg. No.	Registration Date	Trademark	International Class	Goods	Trademark Image	Action Description	Due Date
642321-3000	Polymer Adhesive Sealant System, Inc.	United States of America	Registered	88/815128	2/28/2020	6238015	5/4/2021	POLYMER ADHESIVES and HUI (Design: (ell))	01,17	CLASS 01: Adhesives for the building materials industry; CLASS 17: Sealants for buildings; air duct adhesive sealant compounds for use in the heating and cooling industry; polymer-based sealing compounds for masonry and wood; adhesive sealants for general use; general purpose silicone rubber sealants; polymer-based adhesive sealants for general use; polymer-based general purpose silicone rubber sealants.		Section 8 & 15 Deadline (w/o late fees)	5/4/2023
642321-3001	Polymer Adhesive Sealant System, Inc.	US	Registered	88/815173	2/28/2020	6183872	10/27/2020	POLYMER ADHESIVES and HUI (Design: (ell))	39,40	CLASS 39: Contract packaging services in the nature of merchandise packaging for others to the order and specification of others; merchandise packaging of products for others; CLASS 40: Toll manufacturing in the nature of custom manufacturing of sealants and adhesives rendered for others; contract manufacturing of sealants and adhesives for private labeling.		Section 8 & 15 Deadline (w/o late fees)	10/27/2026
642321-3002	Polymer Adhesive Sealant System, Inc.	US	Registered	86/928009	3/3/2018	5230487	6/27/2017	AERO-TACK	17	CLASS 17: Adhesive sealants for general use.		Section 8 & 15 Deadline (w/o late fees)	6/27/2023
642321-3003	Polymer Adhesive Sealant System, Inc.	US	Registered	86/928107	3/3/2018	5207432	5/23/2017	GLASSTACK	17	CLASS 17: Adhesive sealants for general use.		Section 8 & 15 Deadline (w/o late fees)	5/23/2023
642321-3004	Polymer Adhesive Sealant System, Inc.	US	Registered	85/684657	7/23/2012	4356861	6/25/2013	AIRSEAL	01	CLASS 01: Adhesives for the building materials industry that also function to weatherproof building materials for indoor or outdoor use; adhesives for the building materials industry that also contain chemicals for inhibiting mold and mildew growth on building materials; adhesives for the building materials industry that also contain chemicals to prevent damage from ultraviolet light to building materials; adhesives the building materials industry that also provide a flexible film coating to building materials for indoor or outdoor use.		Section 8 & 9 Deadline (w/o late fees) Post Registration Office Action Response	6/25/2023
642321-3005	Polymer Adhesive Sealant System, Inc.	US	Registered	85/684658	7/23/2012	4356862	6/25/2013	AIRSEAL	01	CLASS 01: Adhesives for the building materials industry that also function to weatherproof HVAC duct systems.		Section 8 & 9 Deadline (w/o late fees) Post Registration Office Action Response	6/30/2023
642321-3006	Polymer Adhesive Sealant System, Inc.	US	Registered	88/815166	2/28/2020	6183873	10/27/2020	POLYMER ADHESIVES and HUI (Design: (ell))	01,17	CLASS 01: Adhesives for the building materials industry; CLASS 17: Sealants for buildings; air duct adhesive sealant compounds for use in the heating and cooling industry; polymer-based sealing compounds for masonry and wood; adhesive sealants for general use; general purpose silicone rubber sealants; polymer-based adhesive sealants for general use; polymer-based general purpose silicone rubber sealants.		Section 8 & 15 Deadline (w/o late fees)	10/27/2026

Polymer Adhesive Sealant Systems, Inc. Patent Docket Report

Docket No.	Owner	Matter Type	Case Category	Country	Status	Matter Title	Application No.	Application Date	Actual Application Date	Publication No.	Publication Date	Pub. Ref. No.	Grant/Repetition	Next Action Due	Next Action Due Date
642321-1000	Polymer Adhesive Sealant Systems, Inc.	Patents	Provisional	United States of America	Expired	SYSTEM AND METHOD FOR FLEXIBLE SEALANT WITH DENSITY MODIFIER	62273970	12/31/2015	12/31/2015					Boarding Reissue Application Due - Non-Expendable (Optional)	8/24/2023
642321-1001	Polymer Adhesive Sealant Systems, Inc.	Patents	Regular	United States of America	Granted	SYSTEM AND METHOD FOR FLEXIBLE SEALANT WITH DENSITY MODIFIER	15338841	12/22/2016	12/22/2016	2017-0190884		11098174			
642321-1002	Polymer Adhesive Sealant Systems, Inc.	Patents	Continuation	United States of America	Granted	SYSTEM AND METHOD FOR FLEXIBLE SEALANT WITH DENSITY MODIFIER	16862456	4/29/2020	4/29/2020	2020-0255616		813/2020 11509572		Boarding Reissue Application Due - Non-Expendable (Optional)	11/22/2024
642321-1003	Polymer Adhesive Sealant Systems, Inc.	Patents	Continuation	United States of America	Granted	SYSTEM AND METHOD FOR FLEXIBLE SEALANT WITH DENSITY MODIFIER	16862463	4/29/2020	4/29/2020	2020-0255617		813/2020 11509573		Boarding Reissue Application Due - Non-Expendable (Optional)	11/22/2024
642321-1004	Polymer Adhesive Sealant Systems, Inc.	Patents	Provisional	United States of America	Expired	IMPROVED SYSTEM AND METHOD FOR SEMI-FOAM FLEXIBLE SEALANT WITH DENSITY MODIFIER	63234899	8/18/2021	8/18/2021					n/a	
642321-1005	Polymer Adhesive Sealant Systems, Inc.	Patents	Regular	United States of America	Pending	IMPROVED SYSTEM AND METHOD FOR SEMI-FOAM FLEXIBLE SEALANT WITH DENSITY MODIFIER	177890035	8/17/2022	8/17/2022	2023-0068939				awaiting first office action	
642321-1006	Polymer Adhesive Sealant Systems, Inc.	Patents	Continuation	United States of America	Pending	SYSTEM AND METHOD FOR FLEXIBLE SEALANT WITH DENSITY MODIFIER	177966305	11/14/2022	11/14/2022					awaiting first office action	
642321-2000	Polymer Adhesive Sealant Systems, Inc.	Patents	National	P.C.T.	Expired	SYSTEM AND METHOD FOR FLEXIBLE SEALANT WITH DENSITY MODIFIER	PCT/US2016/068388	12/22/2016	12/22/2016	WO 2017/117013				n/a	
642321-2001	Polymer Adhesive Sealant Systems, Inc.	Patents	PCT National Phase	Canada	Pending	SYSTEM AND METHOD FOR FLEXIBLE SEALANT WITH DENSITY MODIFIER	3010012	12/22/2016	8/27/2018					Foreign Response Due (Non-Expendable)	4/23/2023
642321-2002	Polymer Adhesive Sealant Systems, Inc.	Patents	PCT National Phase	European Patent Office	Pending	SYSTEM AND METHOD FOR FLEXIBLE SEALANT WITH DENSITY MODIFIER	16882443.1	12/22/2016	7/11/2018	3397677				Next Annually Deadline	12/31/2023
642321-2003	Polymer Adhesive Sealant Systems, Inc.	Patents	PCT National Phase	United Arab Emirates	Pending	SYSTEM AND METHOD FOR FLEXIBLE SEALANT WITH DENSITY MODIFIER	PR6000906/2016	12/22/2016	7/11/2018					Next Annually Deadline	12/22/2023
642321-2004	Polymer Adhesive Sealant Systems, Inc.	Patents	PCT National Phase	China	Pending	SYSTEM AND METHOD FOR FLEXIBLE SEALANT WITH DENSITY MODIFIER	20169008029	12/22/2016	7/27/2018	108770358				awaiting next action	
642321-2005	Polymer Adhesive Sealant Systems, Inc.	Patents	National	P.C.T.	Pending	IMPROVED SYSTEM AND METHOD FOR SEMI-FOAM FLEXIBLE SEALANT WITH DENSITY MODIFIER	PCT/US2022/040635	9/17/2022	8/17/2022	WO2023/023181	2/23/2023			Chapter II Demand/Response to Written Opinion Due - Non-Expendable (Optional)	6/18/2023

TRADEMARK
REEL: 008069 FRAME: 0194