# OP \$190.00 4743648

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM855377

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FTI, Inc.		02/09/2023	Corporation: MARYLAND

### **RECEIVING PARTY DATA**

Name:	Engineered Materials, Inc.		
Street Address:	51 Agawam Drive		
City:	Wayne		
State/Country:	NEW JERSEY		
Postal Code:	07470		
Entity Type:	Corporation: NEW JERSEY		

# **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	4743648	ACTION BLASTER
Registration Number:	2941265	PROSMITH
Registration Number:	4743226	PROVISE
Registration Number:	1526445	TETRA
Registration Number:	4747057	TETRA GUN
Registration Number:	4701716	TRIPLE ACTION
Registration Number:	4747587	VALUPRO

## **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: 7045521889

Email: jjs@schwartz-iplaw.com **Correspondent Name:** Jeffrey J. Schwartz

Address Line 1: 6100 Fairview Road, Suite 1135 Address Line 4: Charlotte, NORTH CAROLINA 28210

NAME OF SUBMITTER:	Jeffrey J. Schwartz
SIGNATURE:	/jeffreyjschwartz/
DATE SIGNED:	11/22/2023

TRADEMARK **REEL: 008266 FRAME: 0772** 

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# **Total Attachments: 2**

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TRADEMARK REEL: 008266 FRAME: 0773

### ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of 1014, 1023 -2022, is made by FTI, Inc., a Maryland corporation ("SELLER") in favor of Engineered Materials Inc., a New Jersey corporation ("Buyer").

## WITNESSETH

WHEREAS, SELLER has agreed to sell, convey, transfer and assign all of the trademarks and registration applications (collectively, the "Marks") described in that certain Asset Purchase and registration applications (collectively, the iviarks ) described in that collam and a sof Alexan 2002 ("Asset Purchase Agreement"), by and Many 1997 between SELLER and Buyer; and

WHEREAS, Buyer desires to acquire the Marks as such Marks are identified specifically on Exhibit A attached hereto ("Exhibit A"); and

WHEREAS, SELLER is the owner of record of the Marks set forth on Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- Assignment. SELLER hereby sells, conveys, transfers, assigns, and sets over to Buyer, its successors and assigns, all right, title and interest in and to the Marks identified on Exhibit A, together with the goodwill of the Business with which such Marks are used or registered, and together with any and all claims, demands or rights of action that SELLER has or might have by reason of any infringement upon the Marks prior to the date of this Agreement, together with the right to prosecute such claims, demands or rights of action, and to retain any recovery obtained thereby, TO HAVE AND TO HOLD FOREVER.
- Further Assurances. SELLER agrees that it shall execute and deliver such further instruments of conveyance, transfer, and assignment and take such other actions reasonably requested by Buyer in order to more effectively, assign, transfer, and convey to Buyer the Marks.
  - 3. Representations. This Assignment is made without any representation or warranty.
- Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- Governing Law. Without regard to the principles of conflicts of laws, the internal laws of the State of New Jersey shall govern and control the validity, interpretation, performance and enforcement of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date first written above.

FTI, INC.

Name: Robert Mahar Title: President

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TRADEMARK REEL: 008266 FRAME: 0774

# Exhibit A

Mark	U.S. Reg. No.	Reg. Date
ACTION BLASTER	4743648	May 26, 2015
PROSMITH	2941265	April 19, 2005
PROVISE	4743226	May 26, 2015
TETRA	1526445	February 28, 1989
TETRA GUN	4747057	June 2, 2015
TRIPLE ACTION	4701716	March 10, 2015
VALUPRO	4747587	June 2, 2015

Mark	Germany Reg. No.	Reg. Date
TETRA	39632517	November 17, 1997

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TRADEMARK REEL: 008266 FRAME: 0775

**RECORDED: 11/22/2023**