# 502751496 04/03/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2798092

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY	DATA			
		Name	Execution Date	
VIKING POLYMERS,	LLC		01/31/2014	
RECEIVING PARTY [	ΑΤΑ			
Name:	TEKNOR	APEX NORTH CAROLINA COMP	ANY	
Street Address:	109 RAGS	SDALE ROAD		
Internal Address:	P. O. BOX	< 577		
City:	JAMESTO	JAMESTOWN		
		NORTH CAROLINA		
State/Country:				
Postal Code:	27282 S Total: 8			
Postal Code:	27282			
Postal Code: PROPERTY NUMBER Property Typ	27282 RS Total: 8 e	Number		
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ATTODNEY DOOKET NUMBE	

ATTORNEY DOCKET NUMBER:	20014.286
NAME OF SUBMITTER:	LUANN CSERR

SIGNATURE:	/LuAnn Cserr/	
DATE SIGNED:	04/03/2014	
Total Attachments: 4 source=VikingTACPatentAssignment#page1.tif source=VikingTACPatentAssignment#page2.tif source=VikingTACPatentAssignment#page3.tif source=VikingTACPatentAssignment#page4.tif		

#### PATENT ASSIGNMENT

This Patent Assignment (the "Agreement") is made and entered into this *31st* day of January, 2014 (the "Effective Date"), by and between Viking Polymers, LLC, a limited liability company of the State of North Carolina having a principal place of business at 109 Ragsdale Road, P.O. Box 577, Jamestown, North Carolina 27282 ("Assignor"), and Teknor Apex North Carolina Company, a corporation of the State of Delaware having a principal place of business at 505 Central Avenue, Pawtucket, Rhode Island 02861, United States of America ("Assignee").

WHEREAS, Assignor is the sole owner (by way of assignments duly recorded in the United States Patent & Trademark Office) of all right, title and interest to certain inventions which are described in the patents and patent applications listed on Schedule A hereto and has full right to convey the entire interest in the inventions and in the patents and patent applications so listed; and

WHEREAS, Assignor and Assignee have agreed by an Asset Purchase Agreement (the "Purchase Agreement") dated January 28, 2014, by and among Assignor and Assignee, as well as the parent company of Assignee and the principal beneficial owner of Assignor, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign to Assignee and Assignee shall accept, all rights title and interest in and to the inventions and in and to the patents and patent applications as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

#### ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee, Assignor's entire right, title and interest (for all countries) in and to the patents and patent applications, and the inventions as described therein that are listed on Exhibit A hereto, and all the rights and privileges under any of the patents that may be granted therefore, and in and to any application filed or to be filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of any International Convention, including any and all patents, reissues or extensions thereof to be obtained in this or in any foreign country based on the inventions, and including any provisional, utility, divisional, continuation, continuation-in-part or substitute applications which has or may be filed in this or any foreign country.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

> PATENT REEL: 032590 FRAME: 0098

3. Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts, at Assignee's sole cost and expense, which may be necessary or desirable to secure and maintain protection on the aforesaid inventions, patents and patent applications throughout all countries in the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary acts, at Assignee's sole cost and expense, to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary or desirable.

4. Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Agreement.

5. Assignor further covenants that, at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the inventions, patents and patent applications and legal equivalents as may be known and accessible to Assignor and will testify as to the same, at Assignee's sole cost and expense in any interference, litigation or reissue, reexamination or other proceeding related the inventions, patents and patent applications and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

6. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by any convention.

8. All of the rights, title and interest in and to the inventions, patents and patent applications sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, except for the pre-existing licenses identified in this Agreement or in the Purchase Agreement (if any), and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for time past, present and future infringement of the rights assigned or to be assigned hereunder.

9. If any portion of this Agreement is found to be contrary to law or ineffective, the remainder of this Agreement shall survive and be interpreted, to the maximum extent possible,

PATENT REEL: 032590 FRAME: 0099 for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of all Assignor's inventions, patent and patent applications to Assignee.

10. This Agreement may be executed by the parties in counterparts, including by way of electronic execution, each of which shall be deemed an original and shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the dates set after their signatures.

Assignor: VIKING POLYMERS, LLC

Signature

ire John S. Ammondron

Printed Name

President 1/31/14

Title

Date

Assignee:

TEKNOR APEX NORTH CAROLINA COMPANY

Printed Name

<u>President</u> Title

<u>1-31-2014</u> Date

### SCHEDULE A

This Schedule A forms part of and is fully incorporated into the Assignment attached hereto and entered into between Viking Polymers, LLC of 109 Ragsdale Road, P.O. Box 577, Jamestown, North Carolina 27282, United States of America and Teknor Apex North Carolina Company of 505 Central Avenue, Pawtucket, Rhode Island 02861, United States of America.

Patent No.	Issue Date	Publication No.	Application Serial No.	Filing Date	Title
5,883,191	Mar. 16, 1999		08/937104	Sep. 24, 1997	Acrylonitrile/Styrene/Acrylic Polymeric Materials and Methods for Making Same
6,133,349	Oct. 17, 2000		09/162679	Sep. 29, 1998	Acrylonitrile/Styrene/Acrylic Polymeric Materials and Methods for Making Same
6,451,882	Sep. 17, 2002		09/488172	Jan. 20, 2000	Acrylonitrile/Styrene/Acrylic Polymeric Materials and Methods for Making Same
6,448,332	Sep. 10, 2002		09/488278	Jan. 20, 2000	Acrylonitrile/Styrene/Acrylic Polymeric Materials and Methods for Making Same
6,890,965	May 10, 2005		10/188497	Jul. 2, 2002	Foamed Composites and Methods for Making Same
		2012/0027981	13/193568	Jul. 28, 2011	Polyethylene Capping Material for Wood Composite
		2012/0128967	13/299990	Nov. 18, 2011	PVC and Styrenic Alloy Decking with Reduced Surface Stress Accumulation
		2013/0011668	13/532596	Jun. 25, 2012	Flame Retardant Thermoplastic Composite

## LIST OF ASSIGNED PATENTS AND PATENT APPLICATIONS

**RECORDED: 04/03/2014**