

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4038988

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GORDON HOLDINGS, INC.	07/26/2016
RECEIVING PARTY DATA		
Name:	POLYONE CORPORATION	
Street Address:	33587 WALKER ROAD	
City:	AVON LAKE	
State/Country:	OHIO	
Postal Code:	44012	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14301580
CORRESPONDENCE DATA		
Fax Number:	(860)632-8269	
<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:	860-632-7200	
Email:	docketing@mkgip.com	
Correspondent Name:	MKG, LLC	
Address Line 1:	306 INDUSTRIAL PARK ROAD	
Address Line 2:	SUITE 206	
Address Line 4:	MIDDLETOWN, CONNECTICUT 06457	
ATTORNEY DOCKET NUMBER:	1017-0014-2CON	
NAME OF SUBMITTER:	CHRISTINE WILKES BENINATI	
SIGNATURE:	/Christine Wilkes Beninati/	
DATE SIGNED:	09/06/2016	
Total Attachments: 9		
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT, dated as of this 26th day of July, 2016 (the “Effective Date”), is by and between PolyOne Corporation, an Ohio corporation (“Assignee”), and Gordon Holdings, Inc., a Colorado corporation (“Assignor-Holdings”), Gordon Composites, Inc., a Colorado corporation (“Assignor-Composites”), and Polystrand, Inc., a Colorado corporation (“Assignor-Polystrand”). Assignor-Holdings, Assignor-Composites and Assignor-Polystrand are collectively referred to herein as “Assignors”; and Assignors and Assignee are collectively referred to herein as the “Parties”.

This INTELLECTUAL PROPERTY ASSIGNMENT is being entered into concurrently with a certain ASSET PURCHASE AGREEMENT made by and between the Parties.

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the ASSET PURCHASE AGREEMENT, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, the Assignors hereby sell transfer, assign, convey and deliver to the Assignee, and its successors and assigns, all rights, title and interest in and to: (i) the patents and patent applications listed in Exhibit A attached hereto and made a part hereof (the “Patents and Patent Applications”); (ii) the trademark registrations and trademark applications listed in Exhibit B attached hereto and made a part hereof (the “Trademark Registrations and Trademark Applications”); (iii) the copyright registrations, copyright applications, and unregistered copyrights listed in Exhibit C attached hereto and made a part hereof (the “Copyrights”); (iv) the domain names listed in Exhibit D attached hereto and made a part hereof (the “Domain Names”); (v) the material formulations trade secrets listed in Exhibit E attached hereto and made a part hereof (the “Material Formulations Trade Secrets”); and (vi) the material manufacturing processes trade secrets listed in Exhibit F attached hereto and made a part hereof (the “Manufacturing Processes Trade Secrets”) (the Patents and Patent Applications, Trademark Registrations and Trademark Applications, Copyrights, Domain Names, Material Formulations Trade Secrets, and Manufacturing Processes Trade Secrets collectively referred to herein as the “Intellectual Property”); together with all of the goodwill associated with such Intellectual Property and the right to sue third parties for and recover damages from past, present and future infringement of the Intellectual Property.

For informational purposes for the Parties, each of the Exhibits A to F of this INTELLECTUAL PROPERTY ASSIGNMENT are first set forth in the ASSET PURCHASE AGREEMENT as indicated below:

INTELLECTUAL PROPERTY ASSIGNMENT	ASSET PURCHASE AGREEMENT
Exhibit A	Schedule 4.9(a)(i)
Exhibit B	Schedule 4.9(a)(ii)
Exhibit C	Schedule 4.9(a)(iii)
Exhibit D	Schedule 4.9(a)(iv)
Exhibit E	Schedule 4.9(a)(v)
Exhibit F	Schedule 4.9(a)(vi)

In the event of any conflict or inconsistency between the terms of this INTELLECTUAL PROPERTY ASSIGNMENT and the terms of the ASSET PURCHASE AGREEMENT, the

terms of the ASSET PURCHASE AGREEMENT will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the ASSET PURCHASE AGREEMENT.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the date first above written.

POLYONE CORPORATION

By: _____

Name: Joel Rathbun
Title: Senior Vice President,
Mergers & Acquisitions

GORDON HOLDINGS, INC.

By: _____

Name: Douglas L. Feist
Title: Chief Executive Officer and
Chief Financial Officer

GORDON COMPOSITES, INC.

By: _____

Name: Douglas L. Feist
Title: Executive Vice President and
Chief Financial Officer

POLYSTRAND, INC.

By: _____

Name: Douglas L. Feist
Title: Executive Vice President and
Chief Financial Officer

(Signature Page to Intellectual Property Assignment)

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the date first above written.

POLYONE CORPORATION

By: _____
Name: _____
Title: _____

GORDON HOLDINGS, INC.

By: _____
Name: Douglas L. Feist
Title: Chief Executive Officer and
Chief Financial Officer

GORDON COMPOSITES, INC.

By: _____
Name: Douglas L. Feist
Title: Executive Vice President and
Chief Financial Officer

POLYSTRAND, INC.

By: _____
Name: Douglas L. Feist
Title: Executive Vice President and
Chief Financial Officer

(Signature Page to Intellectual Property Assignment)

SCHEDULE 4.9(a)(i)
PATENTS AND PATENT APPLICATIONS

Date Printed: 7/23/2006

Issued Patents

Item No.	MKG File No.	Country	Title	Application No.	Filing Date	Patent No.	Issue Date
1							
2							
3							
4							
5							
6							
7	1017-0014-2	US	COMPOSITE LAMINATE AND METHOD OF MANUFACTURE	12/036,904	07/13/10	6,733,723	06/17/14
8							
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21							

SCHEDULE 4.9(a)(i)
PATENTS AND PATENT APPLICATIONS

Date Printed: 7/23/2015

REDACTED

SCHEDULE 4.9(a)(i)
PATENTS AND PATENT APPLICATIONS

Date Printed: 2/23/2016

Pending Patent Applications

Item No.	MKG File No.	Country	Title	Application No.	Filing Date	Patent No.	Issue Date
27	1017-0014-2CC04	US	COMPOSITE LAMINATE AND METHOD OF MANUFACTURE	14/001,530	06/11/14	N/A	N/A
28	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
29	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
31	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
32	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
33	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
34	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
35	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
36	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
37	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
38	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
39	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
40	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
41	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
43	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SCHEDULE 4.9(a)(i)
PATENTS AND PATENT APPLICATIONS

Date Printed: 7/23/2016

REDACTED

SCHEDULE 4.9(a)(i)
PATENTS AND PATENT APPLICATIONS

Date Printed: 7/28/2016

REDACTED

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