ETAS ID: TM299936

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tectum Holdings, Inc.		03/12/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Laurmark Enterprises, Inc.	
Street Address:	5400 S. State Road	
City:	Ann Arbor	
State/Country:	MICHIGAN	
Postal Code:	48108	
Entity Type:	CORPORATION: TEXAS	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3668859	BAK INDUSTRIES
Registration Number:	4356530	FOLD-N-LOCK
Registration Number:	3668860	ВВАК

CORRESPONDENCE DATA

Fax Number: 2124466460

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 2124464800

Email: hayley.smith@kirkland.com

Correspondent Name: HAYLEY SMITH, SENIOR LEGAL ASSISTANT

Address Line 1: KIRKLAND & ELLIS LLP Address Line 2: **601 LEXINGTON AVENUE**

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	40462-99 (HS)
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	04/01/2014

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of March 12, 2014, by Tectum Holdings, Inc., a Delaware corporation ("Assignor") in favor of Laurmark Enterprises, Inc., a Texas corporation ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations, identified and set forth on <u>Schedule A</u> attached hereto, and all goodwill associated therewith (collectively, the "*Marks*");

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

- Assignor hereby irrevocably contributes, transfers, grants, assigns and conveys to 1. Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
- 2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
- 3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be

required) in connection with: (1) the preparation of any application for registration or any application for renewal of any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.

- 4. Assignor hereby represents, warrants and covenants that it has all rights necessary to enter into this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
- 5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

TECTUM HOLDINGS, INC.

Name: William Reminder Title: Chief Excentive Officer and

President

Schedule A to Trademark Assignment

REGISTRATION NO.	REGISTRATION DATE	WORD/IMAGE MARK
3,668,859	August 18, 2009	BAK INDUSTRIES (word)
4,356,530	June 25, 2013	FOLD-N-LOCK (word)
3668860	August 18, 2009	B BAK (Design)