

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPS Elastomerics Corp.		04/30/2014	COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Argotec LLC		
Street Address:	53 Silvio O. Conte Drive		
City:	Greenfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01301		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4308173	ENCAPSOLARCOOL	
Registration Number:	4211451	GLOSS GUARD	
Registration Number:	2438123	STEVENS URETHANE FILM.SHEET.TUBING	
CORRESPONDENCE DATA			
Fax Number:	2159814750		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.981.4252		
Email:	mconnells@pepperlaw.com, jensenc@pepperlaw.com		
Correspondent Name:	Sean McConnell c/o Pepper Hamilton LLP		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	18th and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	140852.2		
NAME OF SUBMITTER:	Sean P. McConnell		
SIGNATURE:	/spm/		
DATE SIGNED:	05/05/2014		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*IP Assignment*”) is made and entered into as of April 30, 2014 (the “*Effective Date*”) by and between JPS Elastomerics Corp., a Delaware corporation having a place of business at 412 Main St., Easthampton, Massachusetts 01027 (“*Assignor*”) and Argotec LLC, a Delaware limited liability company, or one or more of its Affiliates and assigns, having a principal place of business at 53 Silvio O. Conte Drive, Greenfield, Massachusetts 01301 (“*Assignee*”). Assignor and Assignee are referred to collectively herein as the “*Parties*”.

RECITALS

WHEREAS, Assignor, Assignee and Argotec Stevens LLC, a Delaware limited liability company and wholly owned subsidiary of Assignee, are parties to that certain Asset Purchase Agreement, dated as of April 30, 2014, (the “*Purchase Agreement*”) whereby Assignor has sold to Assignee certain assets related to the Business (as defined in the Purchase Agreement);

WHEREAS, Assignor is the exclusive owner of the entire right, title and interest, in and to the certain intellectual property related to the Business, together with any and all goodwill associated with any of the foregoing (excluding the business names “JPS Elastomerics,” “JPS” and any derivatives thereof containing the name “JPS” and all goodwill associated therewith, the “*Intellectual Property*”), which are included in the Assets (as defined in the Purchase Agreement); and

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor’s right, title and interest in, to and under the Intellectual Property, such that Assignee will be the exclusive owner of the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows, effective immediately:

1. **Copyrights**. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest, in and to the copyrights included in the Intellectual Property, and further including any and all (i) renewal rights in respect of such copyrights, (ii) rights to obtain registrations of such copyrights in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present and future infringements or violations thereof, all in Assignee’s sole name.

2. **Trademarks**. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest, in and to the trademarks included in the Intellectual Property together with the goodwill that is symbolized by such trademarks, and further including any and all (i) renewal rights in respect of such trademarks, (ii) rights to obtain registrations of such trademarks in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present and future infringements or violations thereof, all in Assignee’s sole name.

3. **Patents**. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest, in and to the patents included in the Intellectual Property, and further including any and all (i) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, (ii) rights to obtain patent or equivalent protection therein throughout the world, and (iii) rights to sue and recover any and all

damages and profits, and any and all other remedies, for past, present and future infringements or violations thereof, all in Assignee's sole name.

4. Trade Secrets. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest, in and to the trade secrets of the Assignor included in the Intellectual Property, including any and all (i) rights to sue and recover any and all damages and profits or seek injunctive relief, and (ii) rights to obtain any and all other remedies, for past, present and future infringements or violations thereof, all in Assignee's sole name.

5. Further Assurances. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the Parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Intellectual Property with, for example, the United States Patent and Trademark Office; provided, however, that it being understood that Assignor shall not be required to expend money or commence any litigation in connection with this Section 5.

6. Miscellaneous.

(a) This IP Assignment, including, without limitation, the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without giving effect to the conflicts of laws principles thereof.

(b) This IP Assignment may be executed in two or more counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this IP Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

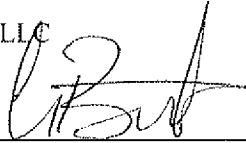
ASSIGNOR:

JPS ELASTOMERICS CORP.

By: _____
Name: Mikel Williams
Title: Vice President

ASSIGNEE:

ARGOTEC LLC

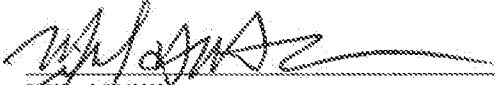
By:  _____
Name: Guy Broadbent
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, this IP Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNOR:

JPS ELASTOMERICS CORP.

By: 
Name: ~~Mikel Williams~~
Title: Vice President

ASSIGNEE:

ARGOTEC LLC

By: _____
Name: Guy Broadbent
Title: Chief Executive Officer

SCHEDULE

Reg. No.

Mark

4308173

ENCAPSOLARCOOL

4211451

GLOSS GUARD

2438123

STEVENS URETHANE FILM. SHEET. TUBING