

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zero Rust-Amteco, Inc.		08/01/2017	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Gemini Industries, Inc.		
Street Address:	421 S.E. 27th Street		
City:	El Reno		
State/Country:	OKLAHOMA		
Postal Code:	73036		
Entity Type:	Corporation: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1545071	ZERO-RUST	
CORRESPONDENCE DATA			
Fax Number:	4052708211		
<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:	(405) 552-2280		
Email:	chase.webb@mcafeetaft.com		
Correspondent Name:	Chase C. Webb		
Address Line 1:	McAfee & Taft, 211 N. Robinson		
Address Line 2:	10th Floor, Two Leadership Square		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
NAME OF SUBMITTER:	Chase C. Webb		
SIGNATURE:	/Chase C. Webb/		
DATE SIGNED:	08/03/2017		
Total Attachments: 3			
source=Zero Rust-Amteco#page1.tif			
source=Zero Rust-Amteco#page2.tif			
source=Zero Rust-Amteco#page3.tif			

CH \$40.00 1545071

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is entered into and effective as of this 1st day of August, 2017 by Zero Rust-Amteco, Inc., a Missouri corporation, ("**Assignor**"), in favor of Gemini Industries, Inc., an Oklahoma corporation ("**Assignee**"), and collectively referred to as the "Parties."

WHEREAS, Assignor is the owner all right, title and interest in and to the marks and trademark registrations shown in Exhibit 1 attached hereto (the "**Trademarks**"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, under the terms of a separate agreement between the Parties, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as set forth below.

1. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks) and rights to sue for past infringement thereof, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein.

3. Assignee hereby accepts the Assignment of Trademarks from Assignor.

4. This Assignment shall be governed by, and construed in accordance with the laws of the United States, the federal Lanham Act, and Oklahoma law where state law is applicable.

5. This Assignment may be executed in separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

6. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to fully effectuate this Assignment.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

ASSIGNOR: **Zero Rust-Amteco, Inc., a Missouri corporation**

By: *William L. Reckel*
Name: William L. Reckel
Title: President

STATE OF MISSOURI)
) ss:
COUNTY OF ST. LOUIS)

This instrument was acknowledged before me on August 1, 2017, by William L. Reckel as President of Zero Rust-Amteco, Inc.

My Commission Expires:
May 20, 2018

Kim Bishop
Notary Public
Commissioner No.: 14397233

AGREED TO AND ACCEPTED:
ASSIGNEE:

Gemini Industries, Inc. an Oklahoma corporation



By: *David Warren*
Name: David Warren
Title: President Chief Executive Officer

STATE OF MISSOURI)
) ss:
COUNTY OF ST. LOUIS)

This instrument was acknowledged before me on August 1, 2017, by David Warren as President and Chief Executive Officer of Gemini Industries, Inc.

My Commission Expires:
May 20, 2018

Kim Bishop
Notary Public
Commissioner No.: 14397233

[Signature Page to Assignment of Trademarks]

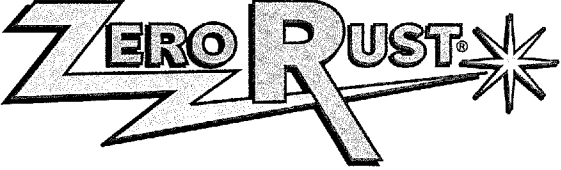
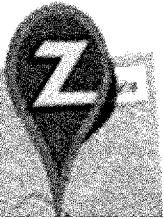


EXHIBIT 1

Trademarks (Registered)

Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
ZERO-RUST	Registered	73/751,866	9/14/1988	1,545,071	6/27/1989

Trademarks (Unregistered)

Marks (Common Law Rights)



Foreign Trademarks (Registered)

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
ZERO-RUST	Canada	Registered	0890561	9/16/1998	TMA528047	5/18/2000