## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Southern Diversified Products, LLC		05/15/2013	LIMITED LIABILITY COMPANY: MISSISSIPPI

## **RECEIVING PARTY DATA**

Name:	Synapse Holding, Inc.		
Street Address:	5 Second Lane		
City:	Bethel		
State/Country:	CONNECTICUT		
Postal Code:	06801		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3439518	0% TOXIC. 100% SMART.
Registration Number:	3439520	MYTHIC
Registration Number:	4074703	MYTHIC BLACK LABEL
Registration Number:	4074704	MYTHIC CLASSIC
Registration Number:	3434540	MYTHIC LEGENDARY PERFORMANCE
Registration Number:	3439521	MYTHIC
Registration Number:	3497875	SAFE FOR PEOPLE
Registration Number:	3497874	SAFE FOR PEOPLE SAFE FOR PETS SAFE FOR T
Registration Number:	3497876	SAFE FOR PETS
Registration Number:	3497877	SAFE FOR THE EARTH
Registration Number:	3439519	STRONGER, SAFER, SMARTER PAINT.
Registration Number:	3654178	ZERO TOXINS. INFINITE BEAUTY.

**CORRESPONDENCE DATA** 

**TRADEMARK** 

REEL: 005071 FRAME: 0227 900260739

**Fax Number**: 6172613175

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

via US Mail.

Phone: 6172613100

Email: pitrademarks@klgates.com, tmboston@klgates.com

Correspondent Name: K&L Gates LLP

Address Line 1: State Street Financial Center

Address Line 2: One Lincoln Street

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	SOUTHERN DIVERSIFIED PROD
NAME OF SUBMITTER:	Phi Lan Tinsley
Signature:	/philan tinsley/
Date:	07/16/2013

#### Total Attachments: 5

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TRADEMARK REEL: 005071 FRAME: 0228

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Agreement</u>") is made and entered into as of May 15<sup>th</sup> 2013, by and between Southern Diversified Products, LLC, a Mississippi limited liability company ("<u>Assignor</u>"), and Synapse Holding, Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated May 15th, 2013, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase, among other assets, all of the trademark registrations set forth on the attached <u>Schedule A</u> (the "<u>Marks</u>").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the Marks, and Assignee wishes to acquire and Assignor wishes to transfer to Assignee all right, title and interest in, to and under the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the Marks, together with all the goodwill of the business symbolized by the Marks in the United States and all countries throughout the world, and together with the right to sue and collect damages and/or profits for past, present and future infringements of the Marks, the intent hereof being to substitute Assignee in the place of Assignor.
- 2. Assignor requests and authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Agreement.
- 3. Assignor warrants that Assignor has not conveyed to others any right to the Marks or any license to use the same or to make, use or sell anything embodying or utilizing any form of the Marks; and that Assignor has good right and title to assign the same to Assignee without encumbrance.
- 4. Assignor further agrees to execute such further documents as may be reasonably required to record Assignee as the owner of the Marks and registrations and applications herein assigned, solely at the cost of Assignee.
- 5. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

[Signature page follows.]

TRADEMARK
REEL: 005071 FRAME: 0229

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR: SOUTHERN DIVERSIFIED PRODUCTS, LLC

Name: Keir-Kleinknecht

Title: President

STATE OF NEW YORK		
COUNTY OF Westles for	)	SS

On this // day of \_\_\_\_\_\_\_, 2013, before me personally appeared \_\_\_\_\_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

DARREN J. SALISBURY
Notary Public, State of New York
Qualified in Dutchess County
No. 01SA6198668
My Commission Expires July 28, 20

Votary Public

[SEAL]

**REEL: 005071 FRAME: 0230** 

ASSIGNEE:

SYNAPSE HOLDING, INC.

3y: \_\_\_\_\_\_ Name: Erik Hadinger

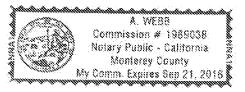
Title: President

STATE OF California )
SECOUNTY OF Monterey )
ss.

On this 18 day of June, 2013, before me personally appeared

Eric Hadinger, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her

free act and deed.



Notary Public

[SEAL]

# $\underline{Exhibit\,A}$

# List of Marks

No.	Mark	Country	Application No.	Registration No.	Status
1.	MYTHIC	CA	1387678		Pending
2.	Nythic	CA	1387679	TMA747,773	Registered
3.	MYTHIC	EU	006719025	006719025	Registered
4.	Nythic	EU	6719108		Pending
5.	0% TOXIC. 100% SMART.	USA	77/219,368	3439518	Registered
6.	MYTHIC	USA	77/219,377	3439520	Registered
7.	MYTHIC BLACK LABEL		85/004,055	4074703	Registered
8.	MYTHIC CLASSIC	USA	85/004,059	4074704	Registered
9.	Mythic Stythic	USA	77/219,297	3434540	Registered
10.	Mythic	USA	77/219,393	3439521	Registered
11.	SAFE FOR PEOPLE	USA	77/219,384	3497875	Registered

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12.	SAPE FOR PEOPLE SAPE FOR PETE	USA	77/219,382	3497874	Registered
13.	SAFE FOR PETS	USA	77/219,386	3497876	Registered
14.	SAFE FOR	USA	77/219,387	3497877	Registered
15.	STRONGER, SAFER, SMARTER PAINT.	USA	77/219,371	3439519	Registered
16.	ZERO TOXINS. INFINITE BEAUTY.	USA	77/639,639	3654178	Registered

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