

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OHSO Clean, Inc.		02/19/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CleanWell, LLC		
Street Address:	2719 East 3rd Avenue		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3930061	CLEANWELL	
Registration Number:	3930214	KILLS 99.99% OF GERMS BOTANICALLY	
Registration Number:	3930215	KILLS 99.99% OF GERMS NATURALLY	
Serial Number:	85003929	A BETTER WAY TO CLEAN	
Serial Number:	85455532	NATURE'S ANTIBAC	
CORRESPONDENCE DATA			
Fax Number:	3034732720		
<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:	303-473-2710		
Email:	docket@hollandhart.com		
Correspondent Name:	Scott S. Havlick		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attention: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	86849.0001		
NAME OF SUBMITTER:	Scott S. Havlick		
SIGNATURE:	/Scott S. Havlick/		
DATE SIGNED:	03/11/2015		

OP \$140.00 3930061

Total Attachments: 13

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source=IP Assignment Agreement from Cleanwell Company and OHSO Clean, Inc. to CleanWell, LLC#page12.tif
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INTELLECTUAL PROPERTY ASSIGNMENTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of February 20, 2015 ("Effective Date"), is made by and among CleanWell, LLC, a Colorado limited liability company ("Buyer"), and each of OHSO Clean, Inc., a Delaware corporation ("OHSO Clean"), and Cleanwell Company, a Delaware corporation ("Cleanwell"). OHSO Clean and Cleanwell are individually each a "Seller" and together the "Sellers".

RECITALS

A. Sellers are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the same date hereof, pursuant to which, among other things, Sellers have agreed to assign, transfer, and convey to Buyer certain assets including its Intellectual Property (as defined below).

B. This Assignment is executed and delivered in connection with, and is subject to all of the terms, provisions and conditions of, the Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment shall in any way alter, modify, expand or enlarge any of the covenants, agreements, representations or warranties of the parties as set forth in the Purchase Agreement.

C. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. Capitalized terms that are used in this Assignment without separate definition shall have the meanings specified in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, mutual representations, warranties, covenants and agreements hereinafter set forth and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Assignment, Sellers hereby assign, transfer, sell and convey to Buyer, as of the Effective Date, all of their right, title, and interest in and to the following intellectual property related to or used in connection with the Business (collectively, "Intellectual Property"):

(a) all patents and patent applications (respectively issued or filed throughout the world) owned by Sellers, as well as any reexaminations, extensions and reissues thereof and any divisionals, continuations, continuation-in-parts and any other applications or patents that claim priority from such patents and applications, including, without limitation, any foreign applications or patents, or certificates of invention corresponding thereto and those patents and patent applications listed on Attachment 1 hereto, and all rights, claims and privileges pertaining thereto, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain such patents and patent applications, and the right to sue and recover damages for past, present and future infringement of such patents;

(b) all trade names, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered, throughout the world, owned by Sellers, including, without limitation, those registrations and applications listed on Attachment 2 hereto (the “Marks”), together with the goodwill of the business associated with and symbolized by the Marks and all rights, claims and privileges pertaining to such Marks, including, without limitation, the right to prosecute and maintain trademark applications and registrations for such Marks, and the right to sue and recover damages for past, present and future infringement of such Marks;

(c) all copyrights, registered and unregistered, owned by Sellers, including, without limitation, the copyright registrations listed on Attachment 3 hereto (the “Copyrights”), and all rights, claims and privileges pertaining thereto, including, without limitation, the right to prosecute and maintain copyright applications and registrations for such copyrights, and the right to sue and recover damages for past, present and future infringement of such copyrights; and

(d) all other intellectual property and other proprietary rights owned by Sellers, including, without limitation, know-how, trade secrets, including, without limitation, those trade secrets generally described on Attachment 4 hereto, inventions (whether or not patentable), formulas, processes, invention disclosures, technology, technical data or information, software and documentation therefor, object code, source code (including all programmers’ notes), procedures, methods, works of authorship, and other documentation, data and information, Internet domain name registrations, including, without limitation, those registrations listed on the Domain Name Assignment attached as Attachment 5 hereto, and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement of such intellectual property and proprietary rights.

2. Sellers shall execute any documents as may be reasonably requested by Buyer, from time to time to fully vest or perfect in Buyer all right, title and interest in and to the Intellectual Property, including, without limitation, execution of the Domain Name Assignment attached hereto as Attachment 5.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Assignment shall be governed by and construed in accordance with and governed by the internal Laws of the State of Delaware applicable to Contracts executed and fully performed within the State of Delaware, other than such Laws that would require to application of the laws of a state other than the State of Delaware.

5. This Assignment may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Sellers and Buyer have caused this Assignment to be signed as of the date set forth below.

OHSO Clean, Inc.:

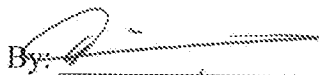
CleanWell, LLC:

By: _____

Name:

Title:

Date:

By:  _____

Name: *Robert Zornick*

Title: *Manager*

Date: 2/20/2015

Cleanwell Company:

By: _____

Name:

Title:

Date:

IN WITNESS WHEREOF, Sellers and Buyer have caused this Assignment to be signed as of the date set forth below.

OHSO Clean, Inc.:

By: 

Name: Robert Smalley

Title: V.P. FINANCE

Date: 2-19-2015

CleanWell, LLC:

By: _____

Name:

Title:

Date:

Cleanwell Company:

By: 

Name: Robert Smalley

Title: V.P. FINANCE

Date: 2-19-2015

TRADEMARK

REEL: 005476 FRAME: 0386

ATTACHMENT 1

Patents and Patent Applications

Patent	Country	Serial No./ Patent No.	Status	Filed Date/ Issued Date
ANTIMICROBIAL COMPOSITION FORMULATED WITH ESSENTIAL OILS	United States of America	6,346,281	Issued	Feb 12, 2002
		6,846,498	Issued	Jan 25, 2005
	PCT	PCT/CA00/00647	Closed/ Expired	May 31, 2000
	Canada	2,406,558	Pending/ Waiting for the Office action since November 26, 2014 (Response to amended claims filed).	May 31, 2000
	Germany	60025045.8	Issued	Dec 21, 2005
	European Patent Office	1278420	Issued	Dec 21, 2005
	France	1278420	Issued	Dec 21, 2005
	United Kingdom	1278420	Issued	Dec 21, 2005
ESSENTIAL OILS BASED DISINFECTING COMPOSITIONS HAVING TURBERCULOCI DAL AND FUNGICIDAL EFFICACIES	United States of America	8,147,877	Issued	April 3, 2012
	Canada	2,549,307	Pending/ No further Office action to date since April 2, 2014 (Last response filed).	June 2, 2006
ESSENTIAL OILS BASED CLEANING AND DISINFECTING COMPOSITIONS	United States of America	7,465,697	Issued	Dec 16, 2008
		7,763,575	Issued	Jul 27, 2010
	PCT	PCT/CA2007/001 679	Closed	Sept 20, 2007
ANTIMICROBIAL FOAMABLE SOAPS	United States of America	61/109,721	Closed/ Expired	Oct 30, 2008
		13/126,628	Lapsed/ Abandoned	Oct 29, 2009

Patent	Country	Serial No./ Patent No.	Status	Filed Date/ Issued Date
	PCT	PCT/US2009/062 527	Closed	Oct 29, 2009
	Australia	2009317951	Issued	Nov 13, 2014
	Brazil	PI 0920972-7	Pending/ Exam was requested on September 27, 2012.	Oct 29, 2009
	Canada	2,742,285	Pending	Oct 29, 2009
	China	200980153761.8	Published/ Notice on reexamination is due on February 18, 2015.	Oct 29, 2009
	European Patent Office	09827969.8	Published/ No further Office action to date since August 26, 2014 (Revised claims submitted).	Oct 29, 2009
	Hong Kong	12104947.2	Published/ HK patent office will take no action until PRC patent is granted, then Buyer has 6 months to file in HK.	Oct 29, 2009
	Israel	212612	No further Office action since grant fees were paid and request for publication was filed on October 17, 2014.	Oct 29, 2009
	India	2229/KOLNP/20 11	Published/ No further Office action since October 8, 2012 (Request for exam filed).	Oct 29, 2009

Patent	Country	Serial No./ Patent No.	Status	Filed Date/ Issued Date
	Japan	2011-534753	Non-final notice of rejection issued on November 19, 2014/ Response is due by February 25, 2015.	Oct 29, 2009
	Republic of Korea	10-2011-7011873	Pending/ No further Office action to date since October 28, 2014 (Request for exam filed).	Oct 29, 2009
	Mexico	307661	Issued	Mar 5, 2013
	Singapore	201103069-9	Allowed to lapse on January 30, 2014 in favor of divisional.	Oct 29, 2009
	Singapore	GST Reg. No. 200004489C	Divisional application was filed on January 30, 2014.	
	South Africa	2011/03129	Issued	Oct 31, 2012

ATTACHMENT 2





US Registered Trademarks (Issued and Pending)

Mark	Registration or Serial No.	Registration or Filing Date
CLEANWELL	Reg: 3930061	March 8, 2011
KILLS 99.99% OF GERMS BOTANICALLY	Reg. 3930214	March 8, 2011
KILLS 99.99% OF GERMS BOTANICALLY	Reg. 3930215	March 8, 2011
A BETTER WAY TO CLEAN	Ser: 85003929	April 1, 2010
NATURE'S ANTIBAC	Ser: 85455532	October 25, 2011

Foreign Registered Trademarks

Mark	Registration or Serial No.	Registration or Filing Date
CLEANWELL	Canada Reg. TMA869120	January 1, 2014
CLEANWELL	WIPO ROMARIN 973641	May 2, 2008 Three countries have affirmatively registered the CLEANWELL mark: United Kingdom (GB), Ireland (IE) and Japan (JP). Seven countries have presumptively registered the CLEANWELL mark by not refusing it within the prescribed period of 12-18 months: Spain (ES), France (FR), Greece (GR), Italy (IT), Liechtenstein (LI), Monaco (MC) and San Marino (SM).

Common Law Marks and Logos

Type	Mark
Design plus words	
Word	CLEANWELL INSIDE
Design	
Word	KILLS GERMS NATURALLY
Design	
Word	NO TRICLOSAN HERE
Word	CLEAN WITHOUT COMPROMISE
Word	NATURE FOREVER. TRICLOSAN NEVER.
Word	WORRY-FREE DISINFECTING
Word	Clean Easy, Breathe Easy
Word	INSPIRED BY REAL LIFE
Design	
Word	GET DIRTY!

ATTACHMENT 3

Registered Copyrights

None.

Unregistered Copyrights

- Website content
- Sales tools (including those available by “Sales Tools” link on its website)
- Advertisements (print, web, radio, TV, if applicable)
- Product labels and displays

ATTACHMENT 4

Trade Secrets (generally described):

1. Product formulation knowledge:
 - a. Botanical Disinfectant e.g. F-series
 - b. Cleaner Disinfectants e.g. JS & D-series
 - c. Degreasers e.g. "Atomic"
 - d. Carpet Cleaners e.g. "Impact"
 - e. Hand Sanitizers e.g. HS-series
 - f. Antibacterial Soaps
 - g. Cosmetic Preservation
 - h. Thyme oil ionization acceleration knowledge
2. Sources:
 - a. Exclusive & proprietary thyme source, processes & stability knowledge

ATTACHMENT 5

DOMAIN NAME ASSIGNMENT

THIS DOMAIN NAME ASSIGNMENT (the "Agreement") is made as of February __, 2015, by and between CleanWell, LLC, a Colorado limited liability company ("Buyer"), and Cleanwell Company, a Delaware corporation ("Seller").

1. Seller, on behalf of itself and its respective affiliates, predecessors, and successors in interest, hereby assigns and transfers to Buyer all claims, rights, title and interest Seller has or may have in the registered domain names "**www.cleanwelltoday.com**" and "**http://store.cleanwelltoday.com**" (the "Domain Names"). In addition, without limiting the foregoing, Seller hereby assigns and transfers to Buyer any trademark rights that Seller has or may have in the Domain Names, including all right, title, and interest in and to the trademarks together with the goodwill of the business symbolized by the trademarks and any registrations thereof.

2. Seller represents and warrants that (i) it is the lawful owner of and has good and marketable title to the Domain Names free and clear of all liens and encumbrances, (ii) it has full legal right, power and authority to sell, assign, and transfer the Domain Names, (iii) it has not granted any license or made any assignment of rights in the Domain Names and is under no obligation to grant any such license or to make any such assignment, other than as set forth herein, (iv) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Seller is a party or by which Seller is bound, and (v) the use of the Domain Names does not infringe upon the intellectual property rights of any third party.

3. Concurrent with the execution of this Agreement, Seller will effectuate the transfer of the Domain Names to an IP Address specified by Buyer in writing and register the transfer of the Domain Names with InterNIC, or such other agency or organization that is responsible for such registration at time of transfer ("Registration Agent"). Seller further agrees to cooperate with Buyer in executing all documents and doing all things that Buyer shall consider reasonably necessary or desirable to further the purposes of this Agreement.

4. Seller appoints and designates irrevocably Buyer and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and in its behalf to execute, verify and file such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Seller, in the event Buyer is unable for any reason, after reasonable effort, to secure Seller's signature on any document needed in connection with the actions specified in the preceding paragraph.

5. Seller agrees not to adopt any domain names confusingly similar to the Domain Names for use on the Internet. Seller agrees not to use in any manner or disclose to any

third party for any reason the existence of this Agreement or any of the terms and conditions contained herein.

7. This Agreement will inure to the benefit of and be binding on the parties respective successors and assigns.

8. This Assignment shall be governed by and construed in accordance with and governed by the internal Laws of the State of Delaware applicable to Contracts executed and fully performed within the State of Delaware, other than such Laws that would require to application of the laws of a state other than the State of Delaware.

9. This Agreement may be modified or amended only by a written agreement executed by both parties.

10. This Agreement constitutes the final, complete and exclusive entire agreement between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous proposals, arrangements or understandings made between the parties with respect to such subject matter. This Agreement is made without reliance on any promises or representations other than those expressly contained in this Agreement.

11. If any legal action is brought to construe or enforce any provision of this Agreement, the prevailing party shall be entitled to receive its attorneys' fees and court costs in addition to any other relief it may receive.

Cleanwell Company:

CleanWell, LLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____