

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343122

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
C.A.R. Products, Inc.		05/29/2015	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DuBois Chemical, Inc.		
<b>Street Address:</b>	3630 East Kemper		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45241		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85106802	C.A.R. PRODUCTS FINE CLEANERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	513651698		
<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>			
<b>Phone:</b>	513-651-6800		
<b>Email:</b>	trademarks@fbtlaw.com		
<b>Correspondent Name:</b>	Karlyn A. Schnapp, c/o Frost Brown Todd		
<b>Address Line 1:</b>	3300 Great American Twr., 301 E. 4th St.		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	0624510		
<b>NAME OF SUBMITTER:</b>	Karlyn A. Schnapp		
<b>SIGNATURE:</b>	/kas/		
<b>DATE SIGNED:</b>	06/02/2015		
<b>Total Attachments: 4</b>			
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OP \$40.00 85106802

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of May 29, 2015, is made by **C.A.R. Products, Inc.**, a Massachusetts corporation (“**Seller**”), **Robert J. Goldenberg** (“**Shareholder**”), **DuBois Chemicals, Inc.**, a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Seller and Shareholder pursuant to a Asset Purchase Agreement, dated the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, Seller is engaged in the production, manufacturing, marketing, sale, and distribution of certain chemicals, compounds, polishes, waxes, cleaners, and products that are used in the auto detail, carwash, vehicle fleet and heavy equipment industries, and also provides service and instruction relating thereto (collectively, the “**Business**”);

WHEREAS, Shareholder is the owner and developer of unique formulations for the products manufactured by Seller in the Business and has granted a license to the Seller to utilize the Formulas; and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller and Shareholder have conveyed, transferred and assigned to Buyer, among other assets, all intellectual property relating to the Business, and have agreed to execute and deliver this IP Assignment for recording and other purposes.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Shareholder hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all of Seller’s and Shareholder’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) any and all patentable or potentially patentable inventions (including but not limited to any inventions associated with the formulas identified in **Schedule 2**), and patents and patent applications owned by Seller or Shareholder, along with all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) all trademarks, trade names, trade dress, service marks and similar identifiers owned by Seller or Shareholder, whether or not registered (including but not limited to any trademarks associated with the formulas identified in **Schedule 2**), as well as any registrations thereof and applications to obtain such registrations, including but not limited to those set forth in **Schedule 1**, and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all copyrights, whether registered or unregistered, in all creative works owned by Seller and Shareholder (the “**Copyrights**”);

(d) all information which derives independent economic value, either actual or potential, from not being generally known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy owned by Seller and Shareholder (the “**Trade Secrets**”), including but not limited to that information set forth in **Schedule 2**;

(e) all of Seller and Shareholder’s internet domain names, and social media account or user names (including “handles”), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, and social media sites and pages, and all content and data thereon or relating thereto (the “**Internet Data**”), including but not limited to the material set forth in **Schedule 3**;

(f) all rights of any kind whatsoever of Seller and Shareholder accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Following the date hereof, Seller and Shareholder shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Shareholder and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

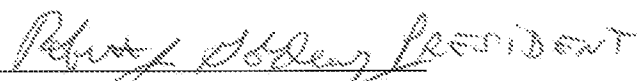
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

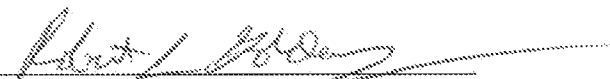
IN WITNESS WHEREOF, Seller and Shareholder have duly executed and delivered this IP Assignment as of the date first above written.

**SELLER:**

**C.A.R. Products, Inc.**

By:   
Robert J. Goldenberg, President

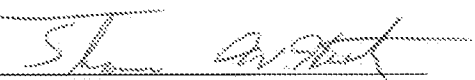
**SHAREHOLDER:**

  
Robert J. Goldenberg

AGREED AND ACCEPTED:




**BUYER:**

**DuBois Chemicals, Inc.**

By:   
Thomas W. Heintz, Chief Financial Officer

4849-4138-9348

**SCHEDULE 1  
ASSIGNED TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK  
APPLICATIONS**

TRADEMARK	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
C.A.R. PRODUCTS FINE CLEANERS and Design  	85106802	3965099	MAY 24, 2011
AUTO COSMETICS	78598399	3147839	SEPTEMBER 26, 2006
BODY GUARD	77143965		MARCH 29, 2007
C.A.R. PRODUCTS INC and Design  	73693843	1538767	MAY 16, 1989
C.A.R. PRODUCTS, INC. and Design  	75531787	2297842	DECEMBER 7, 1999