

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399194

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|---|--|------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sirius Products, Inc. | | 09/01/2016 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Ascent IP Holdings, LLC | | |
| Street Address: | 9417 North Foothills Hwy | | |
| City: | Longmont | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80503 | | |
| Entity Type: | Corporation: COLORADO | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2456017 | MINUTE GROOM | |
| Registration Number: | 2434071 | MINUTE GROOM | |
| Registration Number: | 3119015 | DERMAFINA | |
| Registration Number: | 3823248 | SKIN TOOL | |
| Registration Number: | 4280094 | THE GREAT IDEA NETWORK | |
| Registration Number: | 4716650 | ANY STAIN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9704920003 | | |
| <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: | 970-492-0000 | | |
| Email: | clanderson@crmiles.com | | |
| Correspondent Name: | CR MILES P.C. | | |
| Address Line 1: | 405 Mason Court, Ste 119 | | |
| Address Line 4: | Fort Collins, COLORADO 80524 | | |
| NAME OF SUBMITTER: | CHERYL L. ANDERSON | | |
| SIGNATURE: | /cheryl l. anderson/ | | |
| DATE SIGNED: | 09/20/2016 | | |
| Total Attachments: 8 | | | |

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ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment is made by and between Sirius Products, Inc., a California corporation, having its principle place of business located at 9417 North Foothills Hwy, Longmont, Colorado 80503 USA ("Assignor"), and Ascent IP Holdings, LLC, a Colorado limited liability company, having its principal place of business located at 9417 North Foothills Hwy, Longmont, Colorado 80503 USA ("Assignee").

For Ten Dollars (USD\$10) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged the parties hereby agree as follows:

1. Assignor hereby irrevocably sells, assigns, conveys, and transfers to Assignee, its successors and assigns, all right, title and interest of every kind and character throughout the world to the full extent of any ownership or interest in and to the technology and intellectual property set forth in Schedule A attached hereto; including without limitation, all federal, state, foreign, statutory and common law and other rights in patents, copyrights, moral rights, trademarks, trade secrets, know-how, design rights, and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications, and registrations therefor along with all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications and registrations, the right to apply for any of the foregoing, and all goodwill associated with any and all of the foregoing (the "Intellectual Property"); all rights to causes of action and remedies related to the Intellectual Property including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing; and any an all other rights and interests arising out of or in connection with the Intellectual Property.

2. Assignor represents and warrants that without exception it is fully entitled and authorized to grant this Assignment and has not transferred or assigned to any third party any part of the Intellectual Property.

3. Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Intellectual Property as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Intellectual Property, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Intellectual Property in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Intellectual Property under any foreign government, to the extent permissible.

4. Assignor further covenants and agrees that it will sign all lawful papers and consents, as well as aid the Assignee in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the Intellectual Property, as provided above.

5. Assignor grants the firm of CR MILES P.C., or other designated agent, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the Patent Cooperation Treaty or the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified applications, grants, and registrations based upon the Intellectual Property.

6. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified only to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

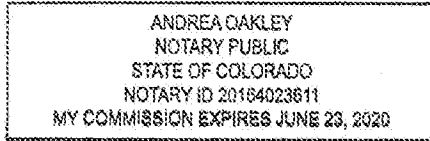
In witness whereof, the parties have executed this Agreement on the date first above written.

ASSIGNOR: SIRIUS PRODUCTS, INC.

By: [Signature]
Jeffrey Wycoff
Title: Vice President, Sirius Products, Inc.

Date: 9-1-16

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF Boulder)



SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Boulder, State of Colorado United States of America, by Jeffrey Wycoff, this 1st day of September, 2016. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

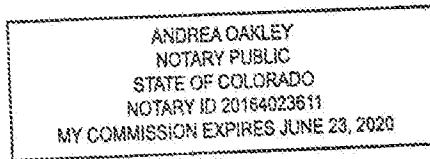
[Signature]
Notary Public
My Commission Expires: 6/23/2020

ASSIGNEE: ASCENT IP HOLDINGS, LLC

By: [Signature]
Jeffrey Wycoff
Title: President, Ascent IP Holdings, LLC

Date: 9-1-16

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF Boulder)



SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Boulder, State of Colorado United States of America, by Jeffrey Wycoff, this 1st day of September, 2016. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

[Signature]
Notary Public
My Commission Expires: 6/23/2020

SCHEDULE A

I. UNITED STATES PATENTS

1. United States Design Patent No. D658,499, issued May 1, 2012 (United States Design Patent Application No. 29/348,530, filed January 15, 2010), titled "Plastic Vessel With Handle".

II. UNITED STATES PATENT APPLICATIONS

1. United States Provisional Patent Application No. 60/844,964, filed September 15, 2006, titled "Composition and Method for Cleaning Surfaces";

2. United States Provisional Patent Application No. 60/838,697, filed August 18, 2006, titled "Odor Eliminator";

3. United States Provisional Patent Application No. 61/204,704, filed January 9, 2009, titled "Cleaning Compositions";

4. United States Non-Provisional Patent Application No. 12/655,855, filed January 9, 2010, titled "Cleaning Compositions";

5. United States Provisional Patent Application No. 61/768,376, filed February 22, 2013, titled "Waterless Animal Bath";

6. United States Non-Provisional Patent Application No. 14/187,072, filed February 21, 2014, titled "Waterless Animal Bath";

7. United States Design Patent Application No. 29/537,522, filed August 26, 2015, titled "Bottle".

III. TRADEMARKS

1. All common law and other rights in and to the trademark, MINUTE GROOM;

2. United States Trademark Registration No. 2,456,017, registered May 29, 2001 (United States Trademark Application Serial No. 75/649,348, filed March 1, 1999), for MINUTE GROOM trademark;

3. United States Trademark Registration No. 2,434,071, registered March 6, 2001 (United States Trademark Application Serial No. 75/649,347, filed March 1, 1999), for MINUTE GROOM trademark;

4. European Community Trademark Registration No. 4494894, registered October 6, 2005 (European Community Trademark Application Serial No. 004494894, filed June 16, 2005), for MINUTE GROOM trademark;

5. Japanese Trademark Application Serial No. 2005-057453, filed June 24, 2005, for MINUTE GROOM trademark;

6. All common law and other rights in and to the trademark, DERMAFINA;

7. United States Trademark Registration No. 3,119,015, registered July 25, 2006 (United States Trademark Application Serial No. 76/978,011, filed January 14, 2005), for DERMAFINA trademark;
8. United States Trademark Application Serial No. 76/627,940, filed January 14, 2005, for DERMAFINA trademark;
9. All common law and other rights in and to the trademark, SKIN TOOL;
10. United States Trademark Registration No. 3,823,248, registered July 20, 2010 (United States Trademark Application Serial No. 78/705,898, filed September 2, 2005), for SKIN TOOL trademark;
11. All common law and other rights in and to the trademark, SKIN TOOL BY DERMAFINA;
12. United States Trademark Application Serial No. 78/705,907, filed September 2, 2005, for SKIN TOOL BY DERMAFINA trademark;
13. All common law and other rights in and to the trademark, ALOEWETTE;
14. United States Trademark Application Serial No. 76/669,454, filed November 24, 2006, for ALOEWETTE trademark;
15. All common law and other rights in and to the trademark, BETTER CHOICE HOME;
16. United States Trademark Application Serial No. 76/662,965, filed July 13, 2006, for BETTER CHOICE HOME trademark;
17. All common law and other rights in and to the trademark, EVERYTHING MATTERS;
18. United States Trademark Application Serial No. 76/661,812, filed June 19, 2006, for EVERYTHING MATTERS trademark;
19. United States Trademark Application Serial No. 76/978,954, filed June 19, 2006, for EVERYTHING MATTERS trademark;
20. United States Trademark Application Serial No. 76/978,905, filed June 19, 2006, for EVERYTHING MATTERS trademark;
21. All common law and other rights in and to the trademark, PARADIGM;
22. United States Trademark Application Serial No. 76/660,728, filed May 30, 2006, for PARADIGM trademark;
23. All common law and other rights in and to the trademark, CERTIFIED HYPOALLERGENIC BIODEGRADABLE;
24. United States Trademark Application Serial No. 76/678,461, filed June 20, 2007, for CERTIFIED HYPOALLERGENIC BIODEGRADABLE trademark;
25. All common law and other rights in and to the trademark, NON-TOXIC CERTIFIED BIODEGRADABLE;

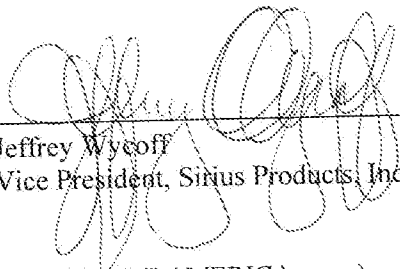
26. United States Trademark Application Serial No. 77/373,643, filed January 16, 2008, for NON-TOXIC CERTIFIED BIODEGRADABLE trademark;
27. All common law and other rights in and to the trademark, NON-TOXIC VERIFIED HYPOALLERGENIC & Design;
28. United States Trademark Application Serial No. 77/563,648, filed September 5, 2008, for NON-TOXIC VERIFIED HYPOALLERGENIC & Design trademark;
29. All common law and other rights in and to the trademark, THE GREAT IDEA NETWORK;
30. United States Trademark Registration No. 4,280,094, registered January 22, 2013 (United States Trademark Application Serial No. 77/648,498, filed January 13, 2009), for THE GREAT IDEA NETWORK trademark;
31. United States Trademark Application Serial No. 76/612,710, filed September 23, 2004, for THE GREAT IDEA NETWORK trademark;
32. All common law and other rights in and to the trademark, ANY STAIN;
33. United States Trademark Registration No. 4,716,650, registered April 7, 2015 (United States Trademark Application Serial No. 85/331,336, filed May 26, 2011), for ANY STAIN trademark;
34. All common law and other rights in and to the trademark, JUST 10 POUNDS;
35. United States Trademark Application Serial No. 85/716,071, filed August 29, 2012, for JUST 10 POUNDS trademark;
36. All common law and other rights in and to the trademark, WATERLESS BATH;
37. United States Trademark Application Serial No. 85/199,591, filed December 16, 2010, for WATERLESS BATH trademark;
38. United States Trademark Application Serial No. 85/199,615, filed December 16, 2010, for WATERLESS BATH trademark;
39. All common law and other rights in and to the trademark, ONE CAUSE;
40. United States Trademark Application Serial No. 78/861,279, filed April 13, 2006, for ONE CAUSE trademark;
41. All common law and other rights in and to the trademark, PMSENSE;
42. United States Trademark Application Serial No. 78/845,269, filed March 24, 2006, for PMSENSE trademark;
43. All common law and other rights in and to the trademark, PMESSENCE;
44. United States Trademark Application Serial No. 78/834,587, filed March 10, 2006, for PMESSENCE trademark;
45. All common law and other rights in and to the trademark, MENOPLEX;

46. United States Trademark Application Serial No. 78/804,263, filed February 1, 2006, for MENOPLEX trademark;
47. All common law and other rights in and to the trademark, FREE-PLEX;
48. United States Trademark Application Serial No. 78/736,983, filed October 20, 2005, for FREE-PLEX trademark;
49. All common law and other rights in and to the trademark, FOR THE REST AND BEST OF YOUR LIFE;
50. United States Trademark Application Serial No. 78/734,715, filed October 17, 2005, for FOR THE REST AND BEST OF YOUR LIFE trademark;
51. All common law and other rights in and to the trademark, MENO-PLUS;
52. United States Trademark Application Serial No. 78/713,837, filed September 15, 2005, for MENO-PLUS trademark;
53. All common law and other rights in and to the trademark, CARPET SKIS;
54. United States Trademark Application Serial No. 78/575,604, filed February 25, 2005, for CARPET SKIS trademark;
55. All common law and other rights in and to the trademark, 6 SIX WEEK SOLUTION;
56. United States Trademark Application Serial No. 76/618,265, filed October 27, 2004, for 6 SIX WEEK SOLUTION trademark;
57. All common law and other rights in and to the trademark, 6 SIX WEEK SOLUTION DERMAFINA;
58. United States Trademark Application Serial No. 76/616,247, filed October 15, 2004, for 6 SIX WEEK SOLUTION DERMAFINA trademark;
59. All common law and other rights in and to the trademark, NIC-X;
60. United States Trademark Application Serial No. 76/502,058, filed March 26, 2003, for NIC-X trademark;
61. All common law and other rights in and to the trademark, HYPOALLERGENIC CLEANING PRODUCTS THAT WORK;
62. United States Trademark Application Serial No. 76/464,282, filed October 28, 2002, for HYPOALLERGENIC CLEANING PRODUCTS THAT WORK trademark;
63. All common law and other rights in and to the trademark, WHY REPLACE IT WHEN YOU CAN RESTORE IT;
64. United States Trademark Application Serial No. 76/326,198, filed October 17, 2001, for WHY REPLACE IT WHEN YOU CAN RESTORE IT trademark;
65. All common law and other rights in and to the trademark, CITRUS GLO;

66. United States Trademark Application Serial No. 76/307,967, filed August 31, 2001, for CITRUS GLO trademark;
67. All common law and other rights in and to the trademark, CITRUS CLEAN;
68. United States Trademark Application Serial No. 76/307,964, filed August 31, 2001, for CITRUS CLEAN trademark;
69. All common law and other rights in and to the trademark, LEMON AID;
70. United States Trademark Application Serial No. 76/307,963, filed August 31, 2001, for LEMON AID trademark;
71. All common law and other rights in and to the trademark, ALL-Z-UP;
72. United States Trademark Application Serial No. 76/307,962, filed August 31, 2001, for ALL-Z-UP trademark;
73. All common law and other rights in and to the trademark, ALLZ-UP;
74. United States Trademark Application Serial No. 76/307,924, filed August 31, 2001, for ALLZ-UP trademark;
75. All common law and other rights in and to the trademark, HARNESSING THE POWER OF OXYGEN;
76. United States Trademark Application Serial No. 76/297,134, filed August 9, 2001, for HARNESSING THE POWER OF OXYGEN trademark;
77. All common law and other rights in and to the trademark, ALLSUP;
78. United States Trademark Application Serial No. 76/297,133, filed August 9, 2001, for ALLSUP trademark;
79. All common law and other rights in and to the trademark, ALL OUT;
80. United States Trademark Application Serial No. 76/297,132, filed August 9, 2001, for ALL OUT trademark;
81. All common law and other rights in and to the trademark, WHAM!;
82. United States Trademark Application Serial No. 76/293/668, filed August 1, 2001, for WHAM! trademark;
83. All common law and other rights in and to the trademark, WAM!;
84. United States Trademark Application Serial No. 76/231,557, filed March 27, 2001, for WAM! trademark;
85. All common law and other rights in and to the trademark, STIC-A-STAIN;
86. United States Trademark Registration No. 2,586,031, registered June 25, 2002 (United States Trademark Application Serial No. 75/883,445, filed December 23, 1999), for STIC-A-STAIN trademark;

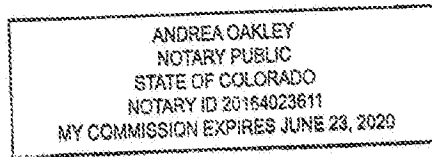
- 87. All common law and other rights in and to the trademark, INSTA-GROOM;
- 88. United States Trademark Application Serial No. 75/791,933, filed September 4, 1999, for INSTA-GROOM trademark;
- 89. United States Trademark Application Serial No. 75/791,932, filed September 4, 1999, for INSTA-GROOM trademark;
- 90. All common law and other rights in and to the trademark, CC3;
- 91. United States Trademark Registration No. 2,307,755, registered January 11, 2000 (United States Trademark Application Serial No. 75/303,807, filed June 4, 1997), for CC3 trademark.

ASSIGNOR: SIRIUS PRODUCTS, INC.

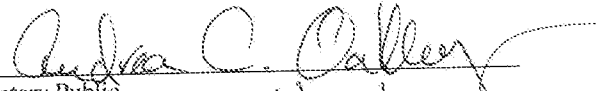
By: 
 Jeffrey Wycoff
 Title: Vice President, Sirius Products, Inc.

Date: 9-1-16

UNITED STATES OF AMERICA)
 STATE OF COLORADO)
 COUNTY OF Boulder)



SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Boulder, State of Colorado United States of America, by Jeffrey Wycoff, this 1st day of September, 2016. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.


 Notary Public
 My Commission Expires: 6/23/2020