

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404501

<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>
PuriCore, Inc.		10/07/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chemstar Corp.		
<b>Street Address:</b>	120 Interstate West Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Lithia Springs		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30122		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4095591	FLORAFRESH	
<b>Registration Number:</b>	4269182	FLORAFRESH	
<b>Registration Number:</b>	4549231	PRODUCEFRESH	
<b>Registration Number:</b>	4760863	PRODUCEFRESH	
<b>Registration Number:</b>	4600060	SAFEMIST	
<b>Registration Number:</b>	3319511	ACTIVE ICE	
<b>Registration Number:</b>	3468506	STERILOX	
<b>Serial Number:</b>	87052019	PRODUCE MAXX	
<b>Serial Number:</b>	87051155	PRODUCE MAXX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048738501		
<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>	4048738624		
<b>Email:</b>	tucker.barr@agg.com		
<b>Correspondent Name:</b>	J. Tucker Barr / AGG		
<b>Address Line 1:</b>	171 17th Street NW		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30363		

CH \$240.00 4095591

<b>ATTORNEY DOCKET NUMBER:</b>	5161.9014
<b>NAME OF SUBMITTER:</b>	J. Tucker Barr
<b>SIGNATURE:</b>	/J. Tucker Barr/
<b>DATE SIGNED:</b>	11/04/2016

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT, dated as of October 7, 2016 (this “Assignment”), by and between Chemstar Corp., a Florida corporation (the “Assignee”), and PuriCore, Inc., a Delaware corporation (the “Assignor”). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of September 19, 2016 (the “Purchase Agreement”), by and among the Assignor, the Assignee and PuriCore plc, a public limited company incorporated under the laws of England and Wales and the parent entity and sole stockholder of the Assignor, the Assignor agreed to, among other things, sell, convey, transfer, assign and deliver to the Assignee all of the Assignor’s right, title, and interest in and to those items listed in Schedule A hereto (the “Assigned IP”). For the avoidance of doubt, none of the Assigned IP shall be deemed to be Excluded Assets as that term is defined in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee, and the Assignee hereby acquires and accepts from the Assignor, all of the Assignor’s right, title, and interest in, to, and under the Assigned IP, including, without limitation, (a) all goodwill associated therewith, (b) all inventions described in the Patents for pending patent applications and all inventions claimed in the Patents for issued Patents, in each case in the United States and its territorial possessions and in all foreign countries and to all letters patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for inventions in connection with the Patents, including all continuations, continuations-in-part, divisionals, renewals, substitutes, reexaminations, extensions, provisionals or reissues thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, and all rights to claim priority thereto, (c) all copyright rights included in the Assigned IP, and (d) all rights of action and remedies for past, present and future infringements of any of the Assigned IP, in each case, free and clear of all Encumbrances (other than Permitted Encumbrances), the same to be held and fully enjoyed by the Assignee, its successors, assigns and other legal representatives.

2. The Assignor shall execute and deliver any and all instruments and documents and take such further actions, at no material cost to Assignor, as may be necessary or reasonably requested by the Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer.

3. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, and any other applicable Governmental Body, to issue or transfer the Assigned IP to the Assignee, as assignee of the entire right, title and interest therein or otherwise as the Assignee may direct. The Assignee shall have the right to record this Assignment with all applicable Governmental Bodies so as to perfect its ownership of the Assigned IP.

4. This Assignment shall bind and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.

5. All matters relating to or arising out of this Assignment or the transactions contemplated hereby (whether sounding in contract, tort or otherwise) shall be governed and construed in accordance with the internal Laws of the State of Delaware applicable to contracts made and wholly performed within

such State, without regard to any applicable conflicts of law principles that would result in the application of the Laws of any other jurisdiction.

6. The terms and provisions of this Assignment are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights, and this Assignment does not confer any such rights, upon any other Person.

7. This Assignment may be executed in any number of counterparts via facsimile or otherwise and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or email in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Assignment. This Assignment shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties.

8. This Assignment may not be changed, amended, modified, discharged or terminated in any manner other than by an agreement in writing signed by the parties hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE: CHEMSTAR CORP.

By:   
Name: Dan Barney  
Title: Chief Executive Officer

ASSIGNOR: PURICORE, INC.

By: \_\_\_\_\_  
Name: Marella Thorell  
Title: Chief Operating Officer and Chief Financial Officer

*[Signature Page to Intellectual Property Assignment]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE: CHEMSTAR CORP.

By: \_\_\_\_\_  
Name: Dan Barney  
Title: Chief Executive Officer

ASSIGNOR: PURICORE, INC.

By: Marella Thorell  
Name: Marella Thorell  
Title: Chief Operating Officer and Chief Financial Officer

*[Signature Page to Intellectual Property Assignment]*






SCHEDULE A

ASSIGNED IP

Patents and Patent Applications

<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Patent No.</b>	<b>Case Status</b>	<b>Country</b>
FLORAL PRESERVATIVE	61/229,163	07-28-2009		Expired	United States
FLORAL PRESERVATIVE	12/845,046	07-28-2010	9,006,140	Issued	United States
FLORAL PRESERVATIVE	14/292,102	05-30-2014		Pending	United States
FLORAL PRESERVATIVE	PCT/US2010/04349 5	07-28-2010		Nationalized	PCT
FLORAL PRESERVATIVE	2,769,491	07-28-2010		Pending	Canada
FLORAL PRESERVATIVE	10739444.7	07-28-2010		Pending	Europe
FLORAL PRESERVATIVE	12112464.8	07-28-2010		Pending	Hong Kong
FLORAL PRESERVATIVE	2012107234	07-28-2010	2,556,717	Issued	Russia
METHOD OF INJECTING SOLUTION INTO A MISTING LINE	61/292,698	01-06-2010		Expired	United States
METHOD OF INJECTING SOLUTION INTO A MISTING LINE	12/985,595	01-06-2011	8,628,028	Issued	United States
METHOD OF INJECTING SOLUTION INTO A MISTING LINE	14,097,821	12-05-2013	9,241,498	Issued	United States
METHOD OF INJECTING SOLUTION INTO A MISTING LINE	2,727,136	01-06-2011		Pending	Canada
METHOD OF INJECTING SOLUTION INTO A MISTING LINE	Mx/a/2011/000215	01-06-2011		Allowed	Mexico

Trademark Applications and Registrations

Mark	App. No.	Reg. No.	Status	Country
<b>FLORAFRESH</b>	85/256,932	4,095,591	Registered	United States
<b>FLORAFRESH</b>	1,543,409	TMA906,020	Registered	Canada
<b>FLORAFRESH</b>	85/416,655	4,269,182	Registered	United States
<b>FLORAFRESH</b>	IR 1119781	1119781	Registered	International Registration designating European Union
<b>PRODUCE MAXX</b>	87/052,019		Pending	United States
<b>PRODUCE MAXX &amp; Design</b>  	87/051,155		Pending	United States
<b>PRODUCE MAXX</b>	1,786,062		Pending	Canada
<b>PRODUCE MAXX &amp; Design</b>  	1,786,067		Pending	Canada
<b>PRODUCEFRESH &amp; Design</b> 	86/017,303	4, 549,231	Registered	United States
<b>PRODUCEFRESH &amp; Design</b> 	86/017,281	4,760,863	Registered	United States
<b>PRODUCEFRESH &amp; Design (b&amp;w)</b> 	1,660,506		Allowed	Canada
<b>PRODUCEFRESH &amp; Design (color)</b>	1,660,507		Allowed	Canada



Mark	App. No.	Reg. No.	Status	Country
ProduceFresh®				
SAFEMIST & Design <b>SafeMist</b>	86/059,315	4,600,060	Registered	United States
SafeMist & Design <b>SafeMist</b>	1,667,005	TMA929,065	Registered	Canada
ACTIVE ICE	78/444,404	3,319,511	Registered	United States
STERILOX	76/977,484	3,468,506	Registered	United States