

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426065

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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 |
| Evolving Solutions, Inc. | | 02/17/2017 | Corporation: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | Custom Bottling & Packaging, Inc. | | |
| Street Address: | 101 S. Parker Drive | | |
| Internal Address: | P.O. Box 9 | | |
| City: | Ashley | | |
| State/Country: | INDIANA | | |
| Postal Code: | 46705 | | |
| Entity Type: | Corporation: INDIANA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77180746 | EVOLVE | |
| Serial Number: | 76700987 | NOVADET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2604239411 | | |
| Email: | garcia@carsonboxberger.com | | |
| Correspondent Name: | Angela G. Garcia | | |
| Address Line 1: | 301 W. Jefferson Blvd., Suite 200 | | |
| Address Line 4: | Fort Wayne, INDIANA 46802 | | |
| ATTORNEY DOCKET NUMBER: | 027444.0001 | | |
| NAME OF SUBMITTER: | Angela G. Garcia, Indiana bar member | | |
| SIGNATURE: | /Angela G. Garcia/ | | |
| DATE SIGNED: | 05/03/2017 | | |
| Total Attachments: 5 | | | |
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RESOLUTION AND CERTIFICATE OF AUTHORITY AND INCUMBENCY

The undersigned, the President and Chief Executive Officer of Evolving Solutions, Inc., a Pennsylvania corporation (the "Officer"), does hereby certify as follows:

1. That I am the President and Chief Executive Officer of Evolving Solutions, Inc., a Pennsylvania corporation (the "Company") and that, as such, I have custody and control of the records of the Company.

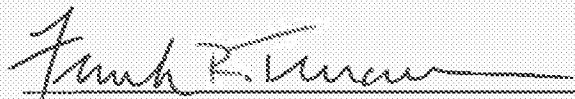
2. RESOLVED THAT as the Officer, I am authorized to, in the name of and on behalf of the Company, (a) enter into that certain Intangible Asset Surrender and Acquisition Agreement (the "Agreement") by and among the Company, Custom Bottling & Packaging, Inc., an Indiana corporation (as "Buyer"), and Novabella, Inc., a Pennsylvania corporation, The Evolving Company a Division of Novabella, Inc., an Indiana corporation, Aero Concepts, Inc., a Pennsylvania corporation and Frank R. Terranova, an individual (collectively as "Obligors"), (b) to execute, in the name of and on behalf of the Company, and to deliver, any and all agreements or certificates of any kind or nature whatsoever, and to take from time to time any other actions appropriate to effect the transactions contemplated by and in the Agreement, whether upon the terms and conditions set forth in said Agreement, or upon such other terms and conditions I, as the Officer, in my discretion determine to be appropriate.

3. RESOLVED THAT the execution and delivery of any document or instrument by me, as the Officer, shall constitute conclusive evidence that the terms and conditions contained in said documents or instruments have been determined to be appropriate on behalf of the Company pursuant to this Resolution.

4. RESOLVED THAT any and all other actions heretofore taken by me, as the Officer, to execute and deliver any of the agreements authorized by the foregoing resolutions, or to take any of the actions authorized by the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

5. RESOLVED THAT as the Officer, I have delivered to Buyer certificates duly issued by the applicable Governmental Authority, as defined in the Agreement, in all jurisdictions in which the conduct of the business of the Company, as described in the Agreement, or activities requires qualification under applicable law, showing that the Company exists or is in good standing, and authorized to do or transact business (as applicable) in each such jurisdiction.

PRESIDENT & CEO


Frank R. Terranova

DATE: February 17, 2017

ASSIGNMENT AND ACCEPTANCE OF TRADEMARKS

This Assignment and Acceptance of Trademarks (this "Assignment") is made effective as of the 17th day of February 2017 (the "Effective Date") by Evolving Solutions, Inc., a Pennsylvania corporation, having a place of business of 204 E. Broad Street, Tamaqua, Pennsylvania 18252 ("Assignor"), and Custom Bottling & Packaging, Inc., an Indiana corporation, having a place of business of 101 S. Parker Drive, P.O. Box 9, Ashley, Indiana 46705 ("Assignee"). (For purposes of this Assignment, Assignor and Assignee are collectively called the "Parties", and in the singular form, each is called a "Party".)

Recitals:

A. Assignor has adopted, owns and has been using the following trademarks: (i) EVOLVE (U.S. Serial No. 77180746), in connection cleaning preparations for household purposes; household cleaning preparations, and (ii) NOVADET (U.S. Serial No. 76700987), in connection with bath gel; body lotions; bubble bath; cosmetics; massage oils, perfumes; room fragrances; skin lotions; household fragrances; cleaning preparations for household purposes; household cleaning preparations (collectively, the "Marks").

B. Assignee desires to acquire the Marks, including all related U.S. and foreign trademark registrations, including, without limitation, U.S. Trademark Registration No. 3958021, and U.S. Trademark Registration No. 3826759, and all rights of any kind whatsoever of Assignor accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

NOW, THEREFORE, pursuant to the Parties' respective obligations and agreements under the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Execution Form

1. Assignor sells, assigns, transfers, and delivers to Assignee, all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and all U.S. and foreign trademark registration(s) and pending applications for trademark registration associated with the Marks.

2. Assignee accepts from Assignor, the sale, assignment, transfer, and delivery of, all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and all U.S. and foreign trademark registration(s) and pending applications for trademark registration associated with the Marks.

3. By their execution of this Assignment, each of the undersigned representatives of the Parties represent and warrant that he or she has full power and authority to execute and deliver this Assignment for and on behalf of their respective principals, and that all corporate or company action necessary for the making or acceptance of this Assignment (as applicable) has been duly taken.

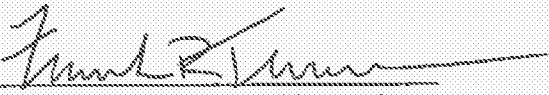
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Execution Form

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date by their respective duly authorized representatives.

"ASSIGNOR"

Evolving Solutions, Inc.,
a Pennsylvania corporation

By: 
Frank R. Terranova, President and CEO

Execution Form

"ASSIGNEE"

Custom Bottling & Packaging, Inc.,
an Indiana corporation

By: Kriss Stackhouse
Kriss Stackhouse, President