

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/31/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Synergy Technologies, Inc.		03/31/2016	Corporation: LOUISIANA

RECEIVING PARTY DATA

Name:	PeroxyChem, LLC
Street Address:	One Commerce Square, 2005 Market Street, Suite 3200
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4659129	PROTECTFX
Registration Number:	4178976	SYNERGIZE
Registration Number:	3020979	VETFX
Registration Number:	3806369	S
Registration Number:	3878717	SYNTRX
Registration Number:	2892746	FRESHFX
Registration Number:	3550577	S SYNTRX
Registration Number:	2761004	STERIFX

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@blankrome.com

Correspondent Name: Susan B. Flohr

Address Line 1: 1825 Eye Street NW

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	142855.00100
NAME OF SUBMITTER:	Susan B. Flohr

OP \$215.00 4659129

SIGNATURE:	/sbf/
DATE SIGNED:	05/22/2017
Total Attachments: 9 source=Intellectual Property Assignment (2016.03.31)#page1.tif source=Intellectual Property Assignment (2016.03.31)#page2.tif source=Intellectual Property Assignment (2016.03.31)#page3.tif source=Intellectual Property Assignment (2016.03.31)#page4.tif source=Intellectual Property Assignment (2016.03.31)#page5.tif source=Intellectual Property Assignment (2016.03.31)#page6.tif source=Intellectual Property Assignment (2016.03.31)#page7.tif source=Intellectual Property Assignment (2016.03.31)#page8.tif source=Intellectual Property Assignment (2016.03.31)#page9.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of March 31, 2016, by and between Synergy Technologies, Inc., a Louisiana corporation (“**Seller**”), and PeroxyChem LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS

WHEREAS, Seller is engaged in the business of providing antimicrobial intervention chemistries and dispensing equipment to food processors (the “**Business**”);

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of March 31, 2016, by and among Buyer, Seller, Randall Ray Allen and Jason York (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to sell and assign to Buyer, and Buyer has agreed to purchase and assume from Seller, substantially all of the assets of the Business, including all of the Intellectual Property Assets (as defined below), subject to the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement is required pursuant to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

2. Definitions. The following terms have the meanings specified or referred to in this Section 2:

“Intellectual Property Assets” means any and all Intellectual Property that is owned by Seller and used in or necessary for the conduct of the Business as currently conducted, or that is otherwise material to the operation of the Business as currently conducted or as currently contemplated, including: (a) all Intellectual Property licensed for use in the Business pursuant to the Intellectual Property Agreements, (b) the Intellectual Property Assets listed on Exhibit A attached hereto, (c) all goodwill associated with the any of the above assets, (d) all rights of Seller to any of the above assets, (e) all remedies against past, present, and future infringement or misappropriation of any of the above assets, including all income, royalties and damages related to any of the foregoing, and (f) rights to protection of past, present, and future interests in any of the above assets under the Laws of all jurisdictions.

“Intellectual Property Right(s)” shall mean any and all worldwide rights existing now or in the future under patent law, trademark law, copyright law, industrial rights design law, semiconductor chip and mask work protection law, Moral Rights law, trade secret law and any

and all Intellectual Property rights, however denominated and regardless of the country in the world or other jurisdiction under whose laws such rights are created and recognized.

“Moral Rights” shall mean any rights of paternity or integrity, and rights of restraint, any right to claim authorship of any Intellectual Property, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any Intellectual Property, whether or not such would be prejudicial to honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world or other jurisdiction, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a moral right.

3. Assignment.

a. Intellectual Property. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby forever sells, assigns, transfers, releases and conveys to Buyer, exclusively, irrevocable and unconditionally, Seller’s entire right, title and interest in and to the Intellectual Property Assets, including any and all Intellectual Property Rights therein. In reliance upon Seller’s warranties and representations in the Purchase Agreement, including those concerning the Intellectual Property Assets, Buyer hereby accepts Seller’s entire right, title and interest in and to the Intellectual Property Assets, including any and all Intellectual Property Rights therein.

b. Moral Rights Waiver. Seller hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Intellectual Property Assets which Seller may now have or which may accrue to Seller’s benefit under United States or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable Law now in force or hereafter enacted.

c. Preservation. Seller agrees not to assign, transfer, impair, harm or affect any right in or to the Intellectual Property Assets, except as otherwise contemplated by this Agreement.

4. Delivery. Seller hereby agrees that, upon execution of this Agreement, Seller shall deliver to Buyer, at a location designated by Buyer, all tangible embodiments of the Intellectual Property Assets, including all legal files. Each item of media containing an embodiment of the Intellectual Property Assets shall be clearly marked with an appropriate descriptive legend and provided with an annexed written list of all embodiments of the Intellectual Property Assets.

5. Seller Covenants.

a. Further Assurances. Upon the request of Buyer or any of its successors or assigns at any time and without further compensation of any kind, Seller agrees to provide, and agrees to cause its employees and any Seller subcontractor to provide, to Buyer, all reasonable assistance to enable Buyer to perfect, for the benefit of Buyer, all right, title and interest in and to the Intellectual Property Assets. Such assistance shall include, but not necessarily be limited to, (i) signing patent, trademark and copyright applications, oaths or declarations, and grants, assignments, and acknowledgments, in favor of Buyer, as well as such ancillary and confirmatory documents as may be required or appropriate, to insure that all right, title and

interest in and to the Intellectual Property Assets is clearly and exclusively vested in Buyer, within the United States and any and all foreign countries or other jurisdictions, and (ii) upon the reasonable request of Buyer, furnishing all relevant information and documentation in the possession of Seller or any Seller subcontractor and not otherwise reasonably available to Buyer, including information and documentation required by Buyer for submission to the United States Patent and Trademark Office and/or to the United States Copyright Office, and to similar administrative or other Governmental Authority in any other country in the world or other jurisdiction as requested by Buyer. Upon written notice by Buyer, Seller also shall make available to Buyer, at reasonable times and places for interviewing purposes, any necessary employee or Seller subcontractor in order that Buyer might obtain information relating to the application for and prosecution of rights in any Intellectual Property Asset.

b. Assignment of Claims Against Employees and Seller Subcontractors. To the extent necessary to vest in Buyer the rights in the Intellectual Property Assets as contemplated by this Agreement, Seller hereby agrees to and does hereby assign to Buyer any cause of action or any rights, arising under agreements or otherwise, that Seller may have against any of its employees or any Seller subcontractors, which rights enable or purport to enable Seller to obtain from its employees or any Seller subcontractor, ownership, licenses or other Intellectual Property Rights created by such employees or Seller subcontractor in the course of work performed for or services rendered to Seller resulting in the Intellectual Property Assets. In addition, Seller hereby consents to any assignment or other grant or transfer to Buyer by its employees, or any Seller subcontractor utilized by Seller, of ownership, licenses, or other interests in any such Intellectual Property Assets.

c. Non-use. From and after the Closing Date, Seller shall not, directly, indirectly or in concert with any other Person, use any Intellectual Property Asset, except with the prior express written consent of Buyer.

d. Taxes. All taxes, duties, withholdings and levies, including assessments, fines, interest and penalties thereon, imposed by any federal, state or local Governmental Authority on or relating to this Agreement or the transactions contemplated hereby shall be assumed and paid by Seller.

6. General.

a. Successors and Assigns; Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

b. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon any determination that any term or other provision is

invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

c. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” and “hereto” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

e. No Effect on Purchase Agreement. Nothing contained in this Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the representations and warranties, covenants, agreements or indemnities set forth in the Purchase Agreement. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall prevail.

f. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

g. Notices. All notices and other communications required or permitted under this Agreement shall be given in accordance with Section 10.02 of the Purchase Agreement.

h. Counterparts. This Agreement 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 Agreement 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 Agreement.

i. Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be

reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Assignment and Assumption Agreement as of the date first written above.

SELLER:

Synergy Technologies, Inc.

By 

Name: RANDALL CAVALIERI

Title: PRESIDENT

BUYER:

PeroxyChem LLC

By _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Assignment and Assumption Agreement as of the date first written above.

SELLER:

Synergy Technologies, Inc.

By _____

Name:

Title:

BUYER:

PeroxyChem LLC

By  _____

Name: Bruce Turner

Title: President and CEO

Exhibit A
Intellectual Property Assets

PATENTS

<u>Title</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Patent No.</u>	<u>Issue Date</u>
“Buffered Organic Acid Solution Marketing Method”	U.S.	61/227,245		
“Synergy of Strong Acids and Peroxy Compounds”	U.S.	20110274766		
“Method for Enhancing Antimicrobial Efficacy of Low pH Lactic Acid Solutions in Food Processing”	U.S.	61/434,666		
“Synergy of Strong Acids and Peroxy Compounds” (based on 61/331,448 provisional)	U.S.	13285341	9005669 B2	14-Apr-15
“Methods and Compositions for Food Processing”	U.S.		Provisional patent no. 19277N/140196	
“Multi-purpose acid compositions”	U.S. This patent is in force in foreign countries (France – 1143799; Germany – 6001914.4; Netherlands – 1143799; Spain – 1143799; and U.K. – 1143799; pending in Canada – App. No. 2359627).*	09487174	6375976	23-Apr-02
“Multi-purpose acid compositions”	U.S.	10735304	7510721	31-Mar-09

STATEMENT OF INVENTIONS NOTIFICATION:

<u>Title</u>	<u>Invention Description</u>	<u>Attorney of Record</u>	<u>Law firm of Record</u>
“Restoration of Poultry Waters to Improve Processing & Antimicrobial Activity”	filtration and treatment technology	Connie Ding	Baker Donelson

TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Grant Date</u>
PROTECTFX	U.S.	86273078	4659129	23-Dec-14
SYNERGIZE	U.S.	85482383	4178976	24-Jul-12
VETFX	U.S.	78532395	3020979	29-Nov-05
S (stylized S)	U.S.	77857035	3806369	22-Jun-10
SYNTRX	U.S.	77850249	3878717	23-Nov-10
FRESHFX	U.S.	76515319	2892746	12-Oct-04
S SYNTRX	U.S.	76673720	3550577	23-Dec-08
STERIFX	U.S.	76394121	2761004	9-Sep-03
S (stylized S)	Mexico		1245983 & 1245984	19-Oct-11
SYNTRX	Mexico		1245982	19-Oct-11

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Country	Title	Application No.	Reg. No.	Filing Date	Issue Date
U.S.	Titleware; Advanceware / Loan manager		TXu000982153		2000-11-30

DOMAIN NAMES:

Domain Name	Creation Date	Expiration Date	Registrant Information
SYNTRX.NET (www.syntrx.net)	03/01/ 2005	03/01/2017	Registrant Contact Name: Paula Burgess Organization: Newcomer Morris and Young, Inc Mailing Address: 2905 Evangeline Street, Monroe LA 71201 US Phone: +1.3183251544 Fax: +1.3183251544 Fax Ext: Email:paula@nmy.com
SYNTRX.COM (www.syntrx.com)	07/23/ 2009	07/23/ 2016	Registrant Contact Name: Randy Allen Organization: Synergy Technologies, Inc. Mailing Address: P.O. Box 7527, Shreveport Louisiana 71137 US Phone: +1.3186761688 Email:radnyallen@syntrx.com
PROTECTFX.COM (www.protectfx.com)	12/07/ 2009	12/07/ 2016	Registrant Name: Stephani Procell Registrant Organization: Synergy Technologies Registrant Street: PO Box 7527 Registrant City: Shreveport Registrant State/Province: LA Registrant Postal Code: 71137 Registrant Country: US Registrant Phone: +1.3186761688 Registrant Email: Email Masking Image@syntrx.net