

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428585

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/19/2017
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cutting Edge Formulations, Inc.	FORMERLY Modular Masonry Incorporated	05/17/2017	Corporation:

RECEIVING PARTY DATA

Name:	Avenger Products, LLC
Street Address:	1585 West Mission Blvd.
City:	Pomona
State/Country:	CALIFORNIA
Postal Code:	91766
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4479863	AVENGER ORGANICS
Registration Number:	4661706	AVENGERAG
Registration Number:	4665484	AVENGER

CORRESPONDENCE DATA

Fax Number: 7147362000

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.

Phone: (714) 736-1044

Email: markc@kittrich.com

Correspondent Name: Mark Calkins

Address Line 1: Avenger Products, LLC

Address Line 2: 1585 West Mission Blvd.

Address Line 4: Pomona, CALIFORNIA 91766

NAME OF SUBMITTER:	Mark A. Calkins
SIGNATURE:	//Mark A. Calkins//
DATE SIGNED:	05/23/2017

Total Attachments: 7

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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT ("IP Assignment"), effective, *nunc pro tunc*, as of January 19, 2017, is made by and between CUTTING EDGE FORMULATIONS, INC., a Delaware corporation, formerly known as Modular Masonry Incorporated, with a place of business at 3057 Summer Oak Place, Buford, Georgia 30518 ("Seller") and AVENGER PRODUCTS, LLC, a California limited liability company, with a place of business at 1585 West Mission Boulevard, Pomona, California 91766 ("Buyer"), the purchaser of certain assets of the Seller pursuant to an Asset Purchase Agreement between the Buyer and Seller, dated as of January 19, 2017, (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, all intellectual property of Seller, and has agreed to execute and deliver this IP Assignment to confirm same, for recording with all competent governmental authorities and entities in any country, including, but not limited to the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree, as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably confirms, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's rights, title, and interests in and to at least the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof and any common law trademarks (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) the patent grants, utility models, registrations and all applications for the foregoing, and exclusive patent licenses set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Patents");

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

(d) any and all other intellectual property rights and assets of Seller existing as of the closing of the Asset Purchase Agreement;

(e) 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

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, 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. Seller hereby authorizes all competent authorities and entities and the officials thereof in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request and without further remuneration or compensation, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer, 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. For avoidance of doubt, if after the date hereof, the Buyer is unable to obtain (e.g. because of Seller's mental or physical incapacity, dissolution, refusal, or for any other reason,) Seller's cooperation, assistance or signature to effectuate or confirm the transfers of the Assigned IP known or discovered in the future, then Seller hereby irrevocably designates and appoints the Buyer, its duly authorized officers, legal representatives, agents, successors and assigns, as Seller's agent and attorney in fact, to act for and in Seller's behalf and stead to execute, sign over and/or pursue any Assigned IP known or discovered in the future and to do all other lawfully permitted acts to further the transfer of ownership of the Assigned IP to the Buyer with the same legal force and effect as if executed or pursued by Seller. This appointment of power of attorney shall be deemed to be a power coupled with an interest, and as such, is irrevocable. Seller hereby grants the Buyer the power to insert on this document, including the schedules and exhibits, any identification that may be desirable in order to comply with the rules of any competent office or tribunal for recordation of same

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 Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement, if any, 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 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, *nunc pro tunc*, as of the date first written above by their respective officers thereunto duly authorized.

CUTTING EDGE FORMULATIONS, INC.
(Seller)

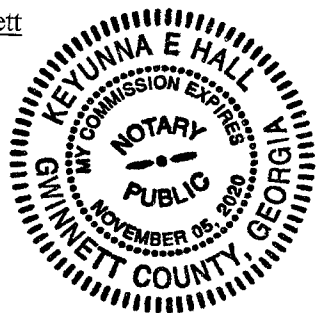
By Joseph Jankauskas and
Name: Joseph JANKAUSKAS
Title: owner

By Justin Jankauskas
Name: JUSTIN JANKAUSKAS
Title: VP OPERATIONS

Individually, collectively and on behalf of Cutting Edge Formulations, Inc.

State of Georgia

County of Gwinnett



Subscribed and sworn before me

This 17th day of May, 2017

Keyunna E Hall

AVENGER PRODUCTS, LLC

(Buyer)

By [Signature]

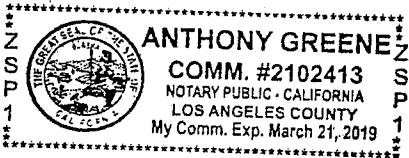
Name: ROBERT J. FRIEDLAND

Title: PRESIDENT

Individually and on behalf of Cutting Edge Formulations, Inc.

State of ~~Georgia~~ CA

County of ~~Gwinnett~~ Los ANGELES



Subscribed and sworn before me

This 22 day of MAY, 2017

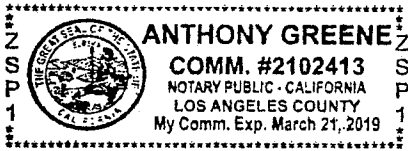
[Signature]
(SEE ATTACHMENT)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 22
day of MAY, 2017, by _____
ROBERT J. FRIEDLAND

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature _____

A handwritten signature in black ink, appearing to be "Robert J. Friedland", written over a horizontal line.

(CONFIRMATORY INTELLECTUAL PROPERTY
ASSIGNMENT)

Schedule 1
Trademarks

Trademark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
AVENGER ORGANICS & Design	Benelux	1268984	May 27, 2013	938,694	Sep. 10, 2013
AVENGER & Design	United States	85795443	Dec. 5, 2012	4,665,484	Jan. 6, 2015
AVENGER ORGANICS & Design	United States	85795489	Dec. 5, 2012	4,479,863	Feb. 11, 2014
AVENGERAG & Design	United States	85795522	Dec. 5, 2012	4,661,706	Dec. 30, 2014

Schedule 2

Patents

Title	Inventor(s)	Country	Patent Number Issue Date	Serial Number Filing Date
Limone-Containing Herbicide Compositions, Herbicide Concentrate Formulations and Methods for Making and Using Same	Messerschmidt, Olav Jankauskas, Joseph Smith, Frank	Canada	2,600,605 Nov. 24, 2015	2,600,605 Mar. 2, 2006
Limone-Containing Herbicide Compositions, Herbicide Concentrate Formulations and Methods for Making and Using Same	Messerschmidt, Olav Jankauskas, Joseph Smith, Frank	Costa Rica	N/A	CR9360(A)
Limone-Containing Herbicide Compositions, Herbicide Concentrate Formulations and Methods for Making and Using Same	Messerschmidt, Olav Jankauskas, Joseph Smith, Frank	European Patent App.	N/A	06736701.1 Mar. 2, 2006 <i>See EP20060736701</i>
Limone-Containing Herbicide Compositions, Herbicide Concentrate Formulations and Methods for Making and Using Same	Messerschmidt, Olav Jankauskas, Joseph Smith, Frank	Japan	5,385,534 Oct. 11, 2013	2007-558219 Mar. 2, 2006
Limone-Containing Herbicide Compositions, Herbicide Concentrate Formulations and Methods for Making and Using Same	Messerschmidt, Olav Jankauskas, Joseph Smith, Frank	Mexico	303,771 July 18, 2012	MX/a/2007/010700 Mar. 2, 2006
Limone-Containing Herbicide Compositions, Herbicide Concentrate Formulations and Methods for Making and Using Same for Organic Production	Messerschmidt, Olav Jankauskas, Joseph	United States	8,153,561 April 10, 2012	11/556,287 Nov. 3, 2006
Limone-Containing Herbicide Compositions, Herbicide Concentrate Formulations and Methods for Making and Using Same	Messerschmidt, Olav Jankauskas, Joseph Smith, Frank	United States	8,273,687 Sep. 25, 2012	12/776,610 May 10, 2010