

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coral Chemical Company		07/31/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	NC Brands L.P.		
Street Address:	40 Richard Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1345458	YELLOW OUT	
Registration Number:	2400641	YELLOW GONE	
Registration Number:	1897162	YELLOW RELIEF	
Registration Number:	2309509	GREEN TO CLEAN	
Registration Number:	1638795	DRIVE OUT	
Registration Number:	1924991	CORAL SEAS	
Registration Number:	4878858	GREEN RELIEF	
Serial Number:	87317502	GREEN GONE	
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:	207-774-4000		
Email:	trademarks@verrilldana.com		
Correspondent Name:	Kelly A. Donahue		
Address Line 1:	One Portland Square		
Address Line 2:	P.O. Box 586		
Address Line 4:	Portland, MAINE 04112-0586		
ATTORNEY DOCKET NUMBER:	04378-0004		
NAME OF SUBMITTER:	Kelly A. Donahue		

OP \$215.00 1345458

SIGNATURE:	/kad/
DATE SIGNED:	08/03/2017
Total Attachments: 5 source=Tab 4 - Intellectual Property Assignment Agreement#page1.tif source=Tab 4 - Intellectual Property Assignment Agreement#page2.tif source=Tab 4 - Intellectual Property Assignment Agreement#page3.tif source=Tab 4 - Intellectual Property Assignment Agreement#page4.tif source=Tab 4 - Intellectual Property Assignment Agreement#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made as of July 31, 2017 by **Coral Chemical Company**, an Illinois corporation ("**Assignor**"), in favor of **NC Brands L.P.**, a Delaware limited partnership ("**Assignee**").

WHEREAS, upon the terms set forth in the Asset Purchase Agreement by and among the parties entered into as of July 31, 2017 (the "**APA**"), Assignor desires to sell to Assignee and Assignee desires to purchase from Assignor all Business Intellectual Property of Assignor Relating to the Business listed on Schedule 1 annexed hereto (the "**Business Intellectual Property**") (capitalized terms used but not defined herein shall have the meanings given to such terms in the APA);

NOW THEREFORE, for the consideration set forth in the APA other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby covenants, agrees and undertakes as follows:

- Intellectual Property. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee and its successors, assigns and designees, all of Assignor's right, title and interest throughout the world in and to the Business Intellectual Property, free and clear of all Encumbrances (except Permitted Liens), together with all goodwill associated with the Business Intellectual Property, and all claims, either in law or in equity, and damages for past, present or future infringements of the Business Intellectual Property, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors and assigns.
- Additional Documents. Assignor shall deliver, and hereby sells, transfers, assigns, and conveys to Assignee and its successors, assigns and designees, all of Assignor's right, title and interest in and to all material books, records and other materials (including customer and supplier records, lab notebooks (or relevant extracts), research data and related items with respect to the products or intellectual property of the Business, materials and lists, marketing materials and strategic plans) Relating to the Business or the Purchased Assets, other than (i) any books, records or other materials that Assignor is required by Law to retain, (ii) personnel and employment records for Business Employees, and (iii) any books, records or other materials not Relating to the Business (for the avoidance of doubt, the Purchased Assets do not include the minute books, stock records, corporate seals, organizational documents, Tax Returns, work papers, books and records, tax identification numbers, books of account or other records having to do with the corporate organization of Assignor, including any such books and records covered by the attorney-client privilege, the work product doctrine, or any other judicially recognized privilege, protection or immunity from disclosure).
- Post Closing Covenants/Cooperation. From and after the closing of the transactions contemplated herein, Assignor shall cease and refrain from further use of any and all of the Business Intellectual Property. Assignor from time to time after the Closing at the request of Assignee and without further consideration shall execute and deliver further instruments of

transfer and assignment and take such other actions as Assignee may reasonably require to more effectively transfer and assign to, and vest in, Assignee any of the Business Intellectual Property. Assignor from time to time after the Closing at the request of Assignee and without further consideration shall cooperate with Assignee and shall perform all acts and execute all documents and instruments as Assignee may reasonably require to more effectively make and prosecute applications, maintain registrations and reflect the assignment of the Business Intellectual Property and otherwise to enforce its rights in the Business Intellectual Property.

4. Conflict. In the event of a conflict between the terms of this Agreement and the APA, the terms of the APA shall govern.

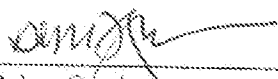
5. Rights and Obligations. Nothing herein contained will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms of conditions of the APA in any manner whatsoever. This Agreement does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the APA. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the APA will not be superseded hereby but will remain in full force and effect to the full extent provided therein.

6. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above.

NC BRANDS L.P.

By: 
Name: Debra Gordon
Title: Chief Financial Officer

CORAL CHEMICAL COMPANY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above.

NC BRANDS L.P.

By: _____
Name: Kate Thielscher
Title: President

CORAL CHEMICAL COMPANY

By: 
Name: John E. Schueneman
Title: Chief Executive Officer

Schedule 1

Business Intellectual Property

The Intellectual Property Rights of the Business as of the Closing, including without limitation, the following:

Registered (and applied for) Trademarks:

Yellow Out	(U.S. Registration 1345458)
Yellow Gone	(U.S. Registration 2400641)
Yellow Relief	Registration abandoned
Green to Clean	(U.S. Registration 2309509)
Drive Out	(U.S. Registration 1638795)
Coral Seas	(U.S. Registration 1924991)
Green Relief	(U.S. Registration 4878858)
Green Gone	(U.S. Appl. 87317502)

Domain Names:

yellowout.com
yellowgone.com
green-to-clean.com