

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446756

<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>
Elco Laboratories, Inc.		10/01/2014	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CA Acquisition, LLC		
<b>Doing Business As:</b>	Chicago Aerosol		
<b>Street Address:</b>	1300 North Street		
<b>City:</b>	Coal City		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60416		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2878768	ELCO	
<b>Registration Number:</b>	2878767	ELCO	
<b>Registration Number:</b>	1760909	ELCO	
<b>Registration Number:</b>	1244049	ELCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	mcohen@chicagoaerosol.com		
<b>Correspondent Name:</b>	Michael Cohen		
<b>Address Line 1:</b>	8407 S. 77th Avenue		
<b>Address Line 4:</b>	Bridgeview, ILLINOIS 60455		
<b>NAME OF SUBMITTER:</b>	Michael Cohen		
<b>SIGNATURE:</b>	/Michael Cohen/		
<b>DATE SIGNED:</b>	10/11/2017		
<b>Total Attachments: 3</b>			
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OP \$115.00 2878768



**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of the 1<sup>st</sup> day of October, 2014, by and between Elco Laboratories, Inc., an Illinois corporation with its principal place of business at 2545 Palmer Avenue, University Park, Illinois 60484 ("Assignor"), and CA Acquisition, LLC, an Illinois limited liability company doing business as Chicago Aerosol and with its principal place of business at 1300 North Street, Coal City, Illinois 60416 ("Assignee").

**RECITALS**

Reference is made to that certain Asset Purchase Agreement dated as of October 1, 2014 (the "Purchase Agreement"), by and between Assignor, Assignee, and, only with respect to certain provisions thereof, William G. Elliott. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer and convey to Assignee, and Assignee has agreed to purchase from Assignor, all the right, title and interest of Assignor in, to and under the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. This Assignment is being executed and delivered pursuant to and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. This Assignment is to be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to conflict of laws principles of the State of Illinois.

*Signature page follows.*

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment of Contracts as of October 1, 2014.

ELCO LABORATORIES, INC.

By: 

Name: William G. Elliott

Title: Chairman