

900445378 04/03/2018

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468377

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CCMP SPE I, LLC		04/02/2018	TEXAS
<u>Limited Liability Company</u>			
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CARROLLCLEAN, LLC		
<b>Street Address:</b>	2900 W. Kingsley Road		
<b>City:</b>	Garland		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75041		
<b>Entity Type:</b>	TEXAS <u>Limited Liability Company</u>		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	87568016	FERVEO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142970284		
<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>Phone:</b>	2142970250		
<b>Email:</b>	trademarks@wickphillips.com, summer.allen@wickphillips.com, ryan.jenlink@wickphillips.com		
<b>Correspondent Name:</b>	Jerry C. Harris, Jr.		
<b>Address Line 1:</b>	5700 Granite Parkway, Suite 330		
<b>Address Line 4:</b>	Plano, TEXAS 75024		
<b>NAME OF SUBMITTER:</b>	Jerry C. Harris, Jr.		
<b>SIGNATURE:</b>	/Jerry C. Harris, Jr./		
<b>DATE SIGNED:</b>	04/03/2018		
<b>Total Attachments: 9</b>			
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## **NON-EXCLUSIVE INTELLECTUAL PROPERTY LICENSE**

This Non-Exclusive Intellectual Property License (the "License") is entered into to be effective as of April 2, 2018, by and between CCMP SPE I, LLC, a Texas limited liability company having a place of business at 2500 Dallas Parkway, Suite 300, Plano, Texas, 75093 (the "Licensor"), and CarrollClean, LLC, a Texas limited liability company having a place of business at 2900 W. Kingsley Road, Garland, Texas 75041 (the "Licensee"). Licensor and Licensee each referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, Licensor has acquired technology, know-how, and rights and interests in certain intellectual property relating to Alcohol Potentiated Antimicrobial Soap Solutions (the "Ferveo Product");

**WHEREAS**, Licensee is desirous of securing, and Licensor is willing to grant to Licensee, a non-exclusive license to make, use, offer to sell, and sell Licensor's Ferveo Product to certain third parties, subject to the terms and conditions hereinafter provided; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and in that certain Asset Purchase Agreement dated as of the date hereof, Licensor and Licensee agree as follows:

### **I. DEFINITIONS:**

- A. "Affiliate" shall mean, with respect to a party, any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, joint venture, business trust, association or other entity that now or in the future, directly: (a) controls, is controlled with or by or is under common control with a party; or (b) with respect to Licensee, is managed, operated or directed by Licensee. For purposes of the foregoing, "control" shall mean, with respect to: (c) a corporation, the ownership directly of fifty percent (50%) or more of the voting power to elect directors thereof; and (d) any other entity, power to direct the management of such entity.
- B. "Effective Date" shall mean the date the last signature is affixed below.
- C. "Licensed Intellectual Property" shall include:
  - 1. "Licensed Patents," meaning the patents and applications for patent set forth on Schedule I, Part A attached hereto and all patents and patent applications claiming priority to or from such patents, including all continuation applications, continuation-in-part applications, divisional applications, reissue applications, and reexamination applications;
  - 2. "Licensed Marks," meaning the trademarks and applications for trademark set forth on Schedule I, Part B; and
  - 3. "Licensed Know-How," meaning any trade secret or other know-how necessary to make, have made, use, sell, license, import, export, or offer to

sell Licensor's Ferveo Product.

- D. "Licensed Products" shall mean Licensor's Ferveo Product as more specifically described on Schedule II attached hereto.
- E. "Preexisting Purchaser" shall mean a third party for whom or to whom the Ferveo Product, prior to the Effective Date, has been made or sold by Carroll Company.

**II. NON-EXCLUSIVE LICENSE GRANT:**

- A. Licensor hereby grants to Licensee a non-exclusive license in, to, and under the Licensed Intellectual Property until the end of the Term for the making, using, offering to sell, and/or selling (collectively, "utilizing") the Ferveo Product, for and/or to a Preexisting Purchaser. The rights and licenses granted herein shall not include, and hereby expressly exclude, the right to make, have made, use, license, market, offer to sell, sell, import, or export, the Ferveo Product to, for, or for the benefit of a third party that is not a Preexisting Purchaser.
- B. The rights and licenses hereby granted cannot be sub-licensed (except purchasers of the Licensed Products) unless agreed to in writing by the Licensor. All permitted sub-licensees (except purchasers of the Licensed Products) shall agree in writing, which shall be provided to Licensor promptly after its execution, to be bound by the terms and conditions of this License in the same manner and to the same extent as Licensee.
- C. To the extent that the Licensed Products are subject to any governmental, quasi-governmental, industry, or other certifications, registrations, or approvals (collectively "Certifications"), to the extent any such Certifications are assignable or transferable to, or may be otherwise used by, Licensee in connection with the manufacture of such Licensed Products by Licensee, Licensor shall use commercially reasonable efforts to assign or transfer such Certifications to Licensee, or secure the right for Licensee to use such Certifications, at Licensee's cost and expense.

**III. TERM:**

- A. The term of this License shall commence on the Effective Date and shall continue for a period of eighty-four (84) months thereafter (the "Term").

**IV. TERMINATION:**

- A. In its sole discretion, the Licensor may terminate this License, without cause and without recourse, by written notice to the Licensee. Upon receipt of the written notice, all rights to utilize the Licensed Intellectual Property shall terminate. The termination of rights to utilize the Licensed Intellectual Property shall not constitute a breach of this license and shall be presumed to yield no damages to the Licensee.

- B. The Licensee may terminate this License by giving Licensor written notice of such termination upon material breach of any material term of this License by the Licensor (subject to the Licensor's right to cure within thirty (30) days after receipt of such notice). The Licensee may terminate this License upon Licensor's insolvency; or the institution of any insolvency, assignment for the benefit of creditors, bankruptcy or similar proceedings by or against Licensor.

**V. ASSIGNMENT AND SALE OF LICENSED INTELLECTUAL PROPERTY**

- A. Neither Party may assign this License or its obligations under this License, in whole or in part, without the prior written consent of the other Party. Any assignment in violation of this Section shall be void.
- B. Notwithstanding the provisions of Section V.A., no term or provision herein shall be construed to limit the Licensor's rights to sell, assign, or otherwise convey all or substantially all rights in and to one or more of the Licensed Intellectual Property (cumulatively, "sell") at any time during the Term.

**VI. REPRESENTATIONS AND WARRANTIES:**

- A. Licensee represents and warrants that neither Licensee nor any of its Affiliates owns or controls any patent that will, or pending patent application that may, prevent Licensor from fully utilizing and exploiting the license granted to Licensee herein.
- B. Licensor represents and warrants that it is the sole and exclusive owner of, or has the right to license, the Licensed IP.

**VII. PATENT MARKING:** Licensee agrees that each and every Licensed Product which incorporates subject matter claimed in any Licensed Patent shall be conspicuously marked, by tag, label, text, or otherwise to conform with 35 U.S.C. § 287(a).

**VIII. PROTECTION OF LICENSOR'S RIGHTS:**

- A. Licensee acknowledges and agrees that this License does not provide Licensee an express or implied license to any rights of Licensor other than as expressly set forth in this License. Licensee further agrees that it shall not challenge the validity, or Licensor's ownership, of the Licensed Intellectual Property.
- B. In the event that Licensee shall learn of any perceived infringement or misappropriation of any of the Licensed Intellectual Property by any third party, Licensee shall immediately notify Licensor of such perceived infringement.

**IX. FILING SUIT:**

- A. Licensor shall have the right, but not the obligation, to bring suit to prevent

infringement or other unauthorized use of the Licensed Patents, at its sole and absolute expense and discretion, and shall be entitled to receive any and all awards, monies, and settlement amounts resulting therefrom. Licensee shall have no right to enforce, or receive any awards, monies, or settlement amounts resulting from the enforcement of, the Licensed Patents.

B. In any suit brought by Licensor against a third party in order to enforce one or both of the Licensed Patents, Licensee shall, at the request of Licensor and at Licensor's expense, cooperate in all respects and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens and the like.

**X. INDEMNIFICATION:** Licensee agrees to indemnify, defend, and hold harmless Licensor, and its officers, directors, agents, Affiliates, employees, parents and subsidiaries, from any and all liability, loss, damages, costs, expenses, claims, or causes of action, including reasonable legal fees and expenses (hereinafter "Licensee's Indemnification"), arising out of or related to: (A) the use or misuse of the Licensed Products and/or (B) any negligent or intentional act or omission of Licensee in relation to the utilizing of the Licensed Products. Licensee's Indemnification shall not include any liability, loss, damages, costs, expenses, claims, or causes of action, including reasonable legal fees and expenses arising out of or relating to infringement or other unauthorized use of any intellectual property of a third party, including but not limited to infringement of any patent, copyright, or trademark of a third party and/or misappropriation or other unauthorized use of trade secrets or confidential information of a third party in relation to Licensee's utilizing the Licensed Intellectual Property, Licensed Patents, and/or the Licensed Products. Licensor shall provide Licensee written notice of any claim, action or demand for which indemnity is claimed and will provide reasonable cooperation in the defense as Licensee may request.

**XI. GOVERNING LAW:** This License shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law principles.

**XII. ARBITRATION:** Any controversy or claim arising out of or in any way connected with this License or the alleged breach thereof shall be resolved by one (1) arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitrator(s) may allocate and award costs of the arbitration as part of any determination.

**XIII. FORCE MAJEURE:** Neither Party shall be liable to the other for any delay or failure in performance under this Agreement arising out of a cause beyond its reasonable control or without its fault or negligence. Such causes may include fires, floods, earthquakes, hurricanes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of terrorism, acts of war, acts of regulatory agencies, national disasters, and other similar events.

**XIV. NOTICES:** All notices hereunder shall be in writing, and shall be given personally, by facsimile, certified mail or by overnight courier to the address set forth above.

**XV. MODIFICATIONS:** This License shall not be changed, modified or amended except in writing and signed by both Parties.

**XVI. CONFIDENTIALITY:** The terms and conditions of this License (but not its existence) are confidential information and neither Party shall disclose such terms and conditions to third parties without the prior written consent of the other Party.

**XVII. SEVERABILITY; WAIVER:** If any provision of this License (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this License shall not be affected thereby and shall be binding upon the Parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this License. The failure by either Party to insist upon strict performance of any of the provisions contained in this License shall in no way constitute a waiver of its rights as set forth in this License, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance of or compliance with any of the terms and conditions set forth in this License.

**XVIII. HEADINGS:** The headings of this License are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of this License.

**XIX. COUNTERPARTS.** This License 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 License 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 License.

[Signature Page Follows.]

Agreed to by and between the Parties as evidence by the signatures below:

Licensor:

CCMP SPE I, LLC

By: \_\_\_\_\_

Name: Thomas A. Montgomery

Title: Manager

Licensee:

CARROLLCLEAN, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Non-Exclusive Intellectual Property License – Fervec]



Agreed to by and between the Parties as evidence by the signatures below:

Licensor:

CCMP SPE I, LLC


By: \_\_\_\_\_

Name: Thomas A. Montgomery

Title: Manager

Licensee:

CARROLLCLEAN, LLC

By:  \_\_\_\_\_

Name: Peter Zehr

Title: President

[Signature Page to Non-Exclusive Intellectual Property License]

**SCHEDULE I**

**LICENSED INTELLECTUAL PROPERTY**

**PART A: LICENSED PATENTS:**

TITLE	COUNTRY	STATUS	SER. NO.	PATENT NO.	ISSUED
ALCOHOL POTENTIATED ANTIMICROBIAL SOAP FORMULATIONS	US	Pending	62/555,169	N/A	N/A

**PART B: LICENSED MARKS:**

MARK	COUNTRY	STATUS	SER. No	REG. NO.	REGISTERED
FERVEO	US	Pending	87568016	N/A	N/A

[Schedule I to Non-Exclusive Intellectual Property License]

## **SCHEDULE II**

### **LICENSED PRODUCTS**

#### **The “FERVEO PRODUCT”:**

The “FERVEO Product” includes products disclosed in U.S. provisional patent application Serial No. 62/555169, products derived therefrom, improvements thereof, and others products that identified using the “FERVEO” mark and derivative marks.

[Schedule II to Non-Exclusive Intellectual Property License]