

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Enzymes, Inc.		06/04/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	IE Acquisition, LLC		
Street Address:	7330 Eastgate Rd Suite #150		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89011		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5132992	FYRE ZYME	
Registration Number:	2573962	BACTO-ZYME	
Registration Number:	2331522	PERMA-ZYME	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 E. Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	75551.00002		
NAME OF SUBMITTER:	Ryan Ricks		
SIGNATURE:	/Ryan D. Ricks/		
DATE SIGNED:	06/25/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated June 4, 2018, is made by INTERNATIONAL ENZYMES, INC., a Nevada corporation (“Seller”), in favor of IE ACQUISITION LLC, a Nevada limited liability company (“Buyer”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated June 4, 2018 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

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 conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “Assigned IP”):

(a) the trademark registrations and applications and domain names set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) 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;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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 the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be

necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

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 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. 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.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

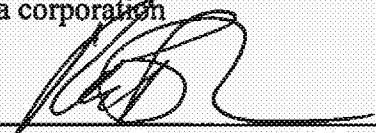
6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

INTERNATIONAL ENZYMES, INC.,
a Nevada corporation

By: 
Richard Battistoni, President

Address for Notices:

9 SURREY LANE
LINCOLN, RI 02865

AGREED TO AND ACCEPTED:

BUYER:

IE ACQUISITION LLC,
a Nevada limited liability company

By: _____
Royal Marty, Manager

Address for Notices:

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

INTERNATIONAL ENZYMES, INC.,
a Nevada corporation

By: _____
Richard Battistoni, President

Address for Notices:

AGREED TO AND ACCEPTED:

BUYER:

IE ACQUISITION LLC,
a Nevada limited liability company

By: _____
Royal Marty, Manager

Address for Notices:

9643 WILLOWEY VISTA AVE
LAS, VEGAS, NV 89166

SCHEDULE 1

TRADEMARKS

Trademark	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
FYRE ZYME	87/077,880 06/20/2016	5,132,992 01/31/2017	International Enzymes, Inc.	Registered; Section 8 and 15 Declaration of Continuous due 01/31/2023
BACTO-ZYME	78/085,524 09/25/2001	2,573,962 05/28/2002	International Enzymes, Inc.	Registered; Section 8 and 9 Renewal due 05/28/2022
PERMA-ZYME	75/574,519 10/22/1998	2,331,522 03/21/2000	International Enzymes, Inc.	Registered; Section 8 and 9 Renewal due 03/21/2020
PETRO-FFIN	75/574,520 10/22/1998	2,392,680 10/10/2000	International Enzymes, Inc.	Cancelled as of 05/13/2011
FYRE-ZYME	78/016,585 07/13/2000	2,585,414 06/25/2002	International Enzymes, Inc.	Cancelled as of 02/01/2013
AG-ZYME	78/085,520 09/25/2001	N/A	International Enzymes, Inc.	Cancelled as of 06/20/2002

Domain Name	Registrar	Registrant/Registrant Organization	Expiration Date
http://international-enzymes.com	Tucows, Inc.	Private	09/24/2018
http://internationalenzymeslv.com	Network Solutions, LLC.	Private	02/31/2019