

900457577 07/09/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warsaw Chemical Company, Inc.		12/27/2017	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Warsaw Chemical Holdings LLC		
Street Address:	390 Argonne Rd		
City:	Warsaw		
State/Country:	INDIANA		
Postal Code:	46580		
Entity Type:	Corporation: INDIANA -- Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2287133	CAR CHOICE	
Registration Number:	2288524	CAR CHOICE WASH PRODUCTS	
Registration Number:	2522271	W	
Registration Number:	2514349	MICRO DRUM	
Registration Number:	2570741	RADIANCE THE SIGHT & SCENT EXPERIENCE	
Registration Number:	2964499	TRI-COLOR	
Registration Number:	2959259	GREEN SENSE	
Registration Number:	3541082	WEATHERSHIELD	
CORRESPONDENCE DATA			
Fax Number:	3175925453		
<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:	3172365946		
Email:	ipdocket@icemiller.com, erica.clark@icemiller.com, thomas.walsh@icemiller.com		
Correspondent Name:	Thomas A. Walsh		
Address Line 1:	One American Square, Ste. 2900		
Address Line 2:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Thomas A. Walsh		

CH \$215.00 2287133

SIGNATURE:	/Thomas Walsh/
DATE SIGNED:	07/09/2018
Total Attachments: 8 source=Assignment Warsaw Chemical Company Inc to Warsaw Chemical Holdings LLC#page1.tif source=Assignment Warsaw Chemical Company Inc to Warsaw Chemical Holdings LLC#page2.tif source=Assignment Warsaw Chemical Company Inc to Warsaw Chemical Holdings LLC#page3.tif source=Assignment Warsaw Chemical Company Inc to Warsaw Chemical Holdings LLC#page4.tif source=Assignment Warsaw Chemical Company Inc to Warsaw Chemical Holdings LLC#page5.tif source=Assignment Warsaw Chemical Company Inc to Warsaw Chemical Holdings LLC#page6.tif source=Assignment Warsaw Chemical Company Inc to Warsaw Chemical Holdings LLC#page7.tif source=Assignment Warsaw Chemical Company Inc to Warsaw Chemical Holdings LLC#page8.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment"), dated as of January 19, 2018, is made and entered into by and between Warsaw Chemical Company, Inc., an Indiana corporation ("Assignor"), and Warsaw Chemical Holdings LLC, an Indiana limited liability company ("Assignee").

RECITALS

Assignor is the owner of intellectual property, including, without limitation, inventions, designs, licenses, patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, trade dress, trade secrets, copyright applications, and copyright registrations (collectively, the "Property"), that Assignor desires to transfer to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

1.1 General. Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to the Property. Schedule A attached hereto includes a nonexhaustive listing of the Property.

1.2 Patents. Without limiting the generality of Section 1.1,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to the inventions and the subject matter disclosed in the patents and patent applications included in the Property, and in and to all letters patent domestic or foreign issued or to be obtained thereon, all related reissues, divisions, continuations, continuations-in-part, revisions, extensions, reexaminations, and any patent application claiming priority to any of the aforementioned applications, including all rights and interests with priority rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other convention or Union for each country of said Convention or Union and all licenses related to any of the foregoing, as well as the right to recover for past infringement of such patents and any prior breach of such licenses.

(b) Assignor authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office and any similar governmental authority in a foreign jurisdiction to issue to Assignee, its successors and assigns, all letters patent domestic and foreign granted upon the subject matter transferred herewith.

1.3 Trademarks. Without limiting the generality of Section 1.1,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the trademarks, service marks, trade dress, and trade names included in the Property, all domestic and foreign unregistered trademarks, service marks, trade dress, and trade names included in the Property, all renewals and extensions of any of the foregoing, the right to recover for past infringement of any of the foregoing, the entire goodwill of the business associated with which is symbolized by the foregoing, and all licenses related to any of the foregoing (including the right to recover for any prior breach thereof).

(b) Assignor authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, arising from the applications.

1.4 Copyrights. Without limiting the generality of **Section 1.1**,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the copyrights included in the Property, all unregistered copyrights included in the Property, all rights to recover for past infringement of such copyrights, and all licenses related to any of the foregoing, including the right to recover for any prior breach thereof.

(b) Assignor hereby authorizes the United States Copyright Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such copyrights and copyright applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, relating thereto.

2. Further Assurances.

Assignor and Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Assignment, including without limitation, the execution and filing of any documents necessary to transfer to Assignee and its successors and assigns all of Assignor's rights in the Property in the countries in which such Property is protected.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been duly and validly executed by Assignor and Assignee effective as of the date first written above.

WARSAW CHEMICAL COMPANY, INC.

WARSAW CHEMICAL HOLDINGS LLC

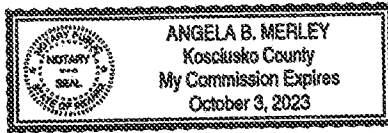
By: [Signature]
Name: Kenneth Bucher

By: _____
Name: _____

Title: President

Title: _____

STATE OF INDIANA)
) SS
COUNTY OF Kosciusko)



The foregoing instrument was acknowledged before me this 27 day of December, 2017, by Kenneth Bucher, the President of Warsaw Chemical Company, Inc., an Indiana corporation, on behalf of the Assignor.

[Signature]
Notary Public

STATE OF INDIANA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, the _____ of Warsaw Chemical Holdings LLC, an Indiana limited liability company, on behalf of the Assignee.

Notary Public

IN WITNESS WHEREOF, this Assignment has been duly and validly executed by Assignor and Assignee effective as of the date first written above.

WARSAW CHEMICAL COMPANY, INC.

WARSAW CHEMICAL HOLDINGS
LLC

By: _____

By: *Tyler L. Sadek*

Name: _____

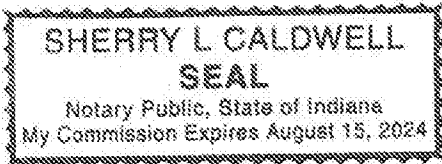
Name: TYLER L. SADEK

Title: _____

Title: MEMBER

STATE OF INDIANA)
) SS
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 27th day of December, 2017, by Tyler Sadek, the Member of Warsaw Chemical Company, Inc., an Indiana corporation, on behalf of the Assignor.



Sherry Caldwell
Notary Public

STATE OF INDIANA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the _____ of Warsaw Chemical Holdings LLC, an Indiana limited liability company, on behalf of the Assignee.

Notary Public

SCHEDULE A

I. Registered Patents

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Jurisdiction</u>
---------------	-------------------	-------------------	---------------------

None.

II. Pending Patent Applications

<u>Patent Application No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
-------------------------------	-------------------------	---------------------

None.

III. Patent Licenses

None.

IV. Registered Trademarks and Service Marks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
------------------	-------------------------	--------------------------	---------------------

See Exhibit A.

V. Pending Trademark and Service Mark Applications

<u>Trademark Application No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
----------------------------------	-------------------------	---------------------

See Exhibit A.

VI. Unregistered Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>
------------------	---------------------

See Exhibit A.

VII. Trademark Licenses

None.

VIII. Registered Copyrights

<u>Copyright</u>	<u>Copyright No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
------------------	----------------------	--------------------------	---------------------

See Exhibit A.

IX. Copyright Applications

<u>Copyright Application No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
----------------------------------	-------------------------	---------------------

None.

X. Copyright Licenses

None.

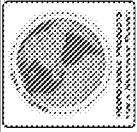
XI. Trade Secrets

None.

Exhibit A

Trademarks

Trademark	Registration Date	Application Date	Registration #	Serial #	Registered Owner (12-29-2017)	Status / Renewal Date	File #
RADIANCE	5-21-02	3-8-00	2,570,740	75/938,231	Warsaw Chemical Co., Inc.	Cancelled / N/A	T01678-US-0
CAR CHOICE	10-19-99	11-21-97	2,287,133	75/394,647	Warsaw Chemical Co., Inc.	Active / 10-19-19	T00702-US-0
	10-26-99	11-21-97	2,288,524	75/394,359	Warsaw Chemical Co., Inc.	Active / 10-26-19	T00701-US-0
	N/A	5-14-96	N/A	75/103822	Warsaw Chemical Co., Inc.	Cancelled / NA	N/A
	12-25-01	12-4-00	2,522,271	76/174,914	Warsaw Chemical Co., Inc.	Active / 12-25-21	T01966-US-0
MICRO DRUM	12-4-01	3-15-00	2,514,349	76/000,638	Warsaw Chemical Co., Inc.	Active / 12-4-21	T01705-US-0
	12-11-01	3-15-00	2,516,569	76/000,639	Warsaw Chemical Co., Inc.	Cancelled / N/A	T01707-US-0
	5-21-02	3-8-00	2,570,741	75/938,242	Warsaw Chemical Co., Inc.	Active / 5-21-22	T01679-US-0
TRI-COLOR	7-5-05	2-25-03	2,964,499	76/492,020	Warsaw Chemical Co., Inc.	Active / 7-5-25	T01706-US-0
GREEN SENSE	6-7-05	4-27-04	2,959,259	76/589,019	Warsaw Chemical Company, Inc.	Active / 6-7-25	T02764-US-00
WEATHER SHIELD	12-2-08	6-12-07	3,541,082	77204114	Warsaw Chemical Company, Inc.	Active / 12-2-18	T04166-US-00

Trademark	Registration Date	Application Date	Registration #	Serial #	Registered Owner (12-29-2017)	Status / Renewal Date	File #
Green Time	10-9-12	12-20-11	4,220,949	85/500,104	Warsaw Chemical Company, Inc.	Active / 10-9-18 Not scheduled for renewal, Mark will be CANCELLED	T05451-US-0
	10-9-12	12-20-11	4,220,948	85/500,092	Warsaw Chemical Company, Inc.	Active / 10-9-18 Not scheduled for renewal, Mark will be CANCELLED	T05452-US-00
WEATHER SHIELD	4-28-09	3-25-08	3,611,253	77/430,421	Warsaw Chemical Company, Inc.	Cancelled / N/A	N/A
RADIANCE	12-18-01	1-26-00	2,519,356	75/904,790	Warsaw Chemical Co., Inc.	Cancelled / N/A	N/A

Copyrights

Title	Owner	Registration Date	Creation Date	Registration #	File #
Warsaw Chemical Company, Inc., "chemicals by professionals for professionals,"	Warsaw Chemical Company, Inc.	10-16-00	2000	TX0005365211	T01947-99-0
Warsaw Chemical Co., Inc.	Warsaw Chemical Company, Inc.	10-12-00	2000	TX0005412129	T01946-99-0
Car wash product guide brochure : version 2.	Warsaw Chemical Company, Inc.	10-12-00	2000	TX0005276974	T01945-99-0
Car wash product guide.	Warsaw Chemical Company, Inc.	10-12-00	10-9-00	TX0005213364	T01916-99-0