

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497640

<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>
PDA Companies, LLC		11/01/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nehemiah Naturals, LLC		
<b>Street Address:</b>	1907 South Street		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45204		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4121425	SUN & EARTH	
<b>Registration Number:</b>	3922352	CLEANS BETTER. NATURALLY.	
<b>Registration Number:</b>	3692471	SUN & EARTH ON THE SPOT!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5136985079		
<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>	513.698.5078		
<b>Email:</b>	mmarrero@ulmer.com		
<b>Correspondent Name:</b>	Michael A. Marrero		
<b>Address Line 1:</b>	600 Vine Street, Suite 2800		
<b>Address Line 2:</b>	Ulmer & Berne LLP		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202-2409		
<b>NAME OF SUBMITTER:</b>	Michael A. Marrero		
<b>SIGNATURE:</b>	/Michael A. Marrero/		
<b>DATE SIGNED:</b>	11/09/2018		
<b>Total Attachments: 4</b>			
source=Nehemiah assignments#page1.tif			
source=Nehemiah assignments#page2.tif			

OP \$90.00 4121425

source=Nehemiah assignments#page3.tif

source=Nehemiah assignments#page4.tif

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is dated as of November 1, 2018.

WHEREAS, PDA COMPANIES, LLC d/b/a Sun & Earth, a Delaware limited liability company (the "Assignor"), has adopted, acquired, used and is using the trademarks listed on Exhibit A attached hereto and made a part hereof (the "Marks"); and

WHEREAS, NEHEMIAH NATURALS LLC, an Ohio limited liability company ("Assignee"), is desirous of acquiring all right, title and interest in and to said Marks pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor and Assignee (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the Marks, together with the entire business symbolized by the Marks, the goodwill of the business symbolized by the Marks, the right to sue for past, present and future infringement, dilution, misappropriation, violation, or breach thereof, and the right to recover, collect and own any monetary or other damages, and to obtain injunctive relief, as a result thereof.

Assignor further authorizes the Commissioner of Patents and Marks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment.

Assignor further agrees to execute such further documents as may be reasonably required to record Assignee as the owner of the Marks and registrations and applications herein assigned, solely at the cost of Assignee.

Notwithstanding any other term herein, this Assignment is executed and delivered pursuant to the Purchase Agreement, is subject to every representation, warranty, covenant and agreement in the Purchase Agreement, and does not expand or limit any right or obligation of any party under the Purchase Agreement.

This Assignment may be executed and delivered originally, by facsimile or electronic signature and in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

PDA COMPANIES, LLC

By: 

Name: Peter Witonsky

Title: Chief Executive Officer

ASSIGNEE:

NEHEMIAH NATURALS LLC

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

Name: Richard Palmer

Title: President

{Signature Page to Trademark Assignment}

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

PDA COMPANIES, LLC


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

Name: Peter Witonsky

Title: Chief Executive Officer

ASSIGNEE:

NEHEMIAH NATURALS LLC

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

Name: Richard Palmer

Title: President

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 006536 FRAME: 0081**

Exhibit A  
List of Marks

Mark	Registration/Publication or Application Number	Registration Date
SUN & EARTH	4121425	04/03/2012
CLEANS BETTER. NATURALLY	3922352	02/22/2011
SUN & EARTH ON THE SPOT!	3692471	10/06/2009