

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHLOR RID International, Inc.		01/24/2018	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Borchers Americas, Inc.		
Street Address:	811 Sharon Dr.		
City:	Westlake		
State/Country:	OHIO		
Postal Code:	44145		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3695501	CHLOR*RID	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2343802276		
Email:	louis.wagner@fisherbroyles.com		
Correspondent Name:	Louis F. Wagner		
Address Line 1:	600 Superior Ave E, 5th Third Bldg		
Address Line 2:	STE 1300		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Louis F. Wagner		
SIGNATURE:	/Louis Wagner/		
DATE SIGNED:	05/02/2019		
Total Attachments: 15			
source=ASSIGNMENT_redacted#page1.tif			
source=ASSIGNMENT_redacted#page2.tif			
source=ASSIGNMENT_redacted#page3.tif			
source=ASSIGNMENT_redacted#page4.tif			
source=ASSIGNMENT_redacted#page5.tif			

OP \$40.00 3695501

source=ASSIGNMENT_redacted#page6.tif
source=ASSIGNMENT_redacted#page7.tif
source=ASSIGNMENT_redacted#page8.tif
source=ASSIGNMENT_redacted#page9.tif
source=ASSIGNMENT_redacted#page10.tif
source=ASSIGNMENT_redacted#page11.tif
source=ASSIGNMENT_redacted#page12.tif
source=ASSIGNMENT_redacted#page13.tif
source=ASSIGNMENT_redacted#page14.tif
source=ASSIGNMENT_redacted#page15.tif

ASSET PURCHASE AGREEMENT

BY AND AMONG

**CHLOR RID INTERNATIONAL, INC.,
as Seller,**

**THE PERSONS LISTED ON SCHEDULE I,
as the Stockholders,**

AND

**BORCHERS AMERICAS, INC.,
as Purchaser,**

Dated as of January 24, 2018



TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS

1.1 Definitions..... 1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.9 Intellectual Property..... 28

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” shall mean all (a) United States and foreign patents (including continuations, continuations-in-part, reissues and re-examinations thereof) and patent applications, (b) trade names, trade dress, trademarks, product names, assumed or fictitious names, service names, service marks and all applications for registration of any of the foregoing items, in each case whether registered or unregistered and including in each case any logos associated therewith, and all goodwill associated therewith, (c) copyrights and copyright registrations (and applications for the same), (d) domain names, computer data (including formulations and analyses) and databases, Software and all related programming, user and systems documentation, (e) inventions, processes, designs, trade secrets, formulas, recipes, know-how and formulae and all other intangible Assets (in each case of this clause (e) whether or not patentable or reduced to practice) and (f) all inchoate rights relating to the foregoing, including all rights to sue for past infringement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Trademark Assignment” shall have the meaning specified in Section 4.3(c).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II
PURCHASE AND SALE OF ACQUIRED ASSETS

2.1 Purchase and Sale of Acquired Assets. Upon the terms and subject to the conditions of this Agreement, at and as of the Closing, Seller shall sell, convey, transfer and assign to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all right, title and interest of Seller in and to all of the Assets (other than the Excluded Assets) directly or indirectly used or held for use in, or to which Seller is entitled to use in, or relating to, in whole

[REDACTED]

or in part, the Business, wherever located, whether or not in the possession or control of Seller, in each case free and clear of all Liens, including:

[REDACTED]

(b) Intellectual Property. Any and all Intellectual Property owned by Seller, or any Stockholder related to the Business, including Seller's and the Stockholders' right, title and interest in and to the name "Chlor Rid", and all product names or brands (and variations thereof), all formulations relating to Products sold by the Business, all methods of developing, blending, manufacturing, distributing, assembling and packaging Products sold by the Business and the other Intellectual Property related to the Business, including but not limited to Intellectual Property set forth on Schedule 2.1(b) (the "Transferred Intellectual Property") and any rights to enforce the Transferred Intellectual Property.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(v) Intellectual Property Licenses. The Contracts for the license to or by Seller of any Intellectual Property (collectively, the "Intellectual Property Licenses") as set forth on Schedule 2.2(a)(v);

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.3 Seller's Closing Documents. At the Closing, Seller shall deliver (or cause to be delivered) to Purchaser the following instruments and documents:

[REDACTED]

(b) An assignment and assumption agreement (the "Assignment and Assumption Agreement"), duly executed by Seller, together with such other original, duly executed instruments of assignment (which shall be in recordable form with respect to any Personal Property Lease or Real Property Lease that has been recorded) as are required by Purchaser to evidence the assignment of the Purchased Contracts and the Purchased Approvals;

(c) An instrument of assignment for all of the trademarks and trademark applications included in the Transferred Intellectual Property, suitable for filing with the PTO or other applicable Governmental Authority, duly executed by Seller (the "Trademark Assignment");

[REDACTED]

(d) An instrument of assignment for all of the patents and patent applications included in the Transferred Intellectual Property, suitable for filing with the PTO or other applicable Governmental Authority, duly executed by Seller (the "Patent Assignment");

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(a) Seller has good title to, and is the lawful owner of, each of the Acquired Assets, and has the lawful right to use each of the Leased Assets, in each case free and clear of any Lien. Seller has the full right to sell, convey, transfer, assign and deliver the Acquired Assets to Purchaser. Purchaser shall have at and as of the Closing, good title to all of the Acquired Assets, and the lawful right to use all of the Leased Assets, in each case free and clear of all Liens.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

5.9 Intellectual Property.

(a) Schedule 5.9(a)(i) contains a true and complete list of all Transferred Intellectual Property; specifying as to each, as applicable: (i) the owner of such Transferred Intellectual Property and (ii) the jurisdictions in which such Transferred Intellectual Property has been registered, or in which an application for registration has been filed, and the registration or application numbers. Schedule 5.9(a)(ii) sets forth a true and complete list of all domain name registrations that are included in the Transferred Intellectual Property. Schedule 5.9(a)(iii) sets forth a true and complete list of all Intellectual Property Licenses.

(b) Each item of the Transferred Intellectual Property is valid and enforceable, and all registrations thereof are valid and subsisting. All of the Transferred Intellectual Property is owned by Seller free and clear of any Lien, and none of the Transferred Intellectual Property is subject to any license, royalty or other agreement. Seller has not granted any license or agreed to pay or receive any royalty in respect of any Transferred Intellectual Property or, except as provided in the Intellectual Property Licenses, any Licensed Intellectual Property.

(c) Seller has not received (and Seller has no Knowledge of) any written notice from any other Person pertaining to or challenging the right of Seller to use any of the Transferred Intellectual Property or Licensed Intellectual Property, and there is no interference, opposition, cancellation, reexamination or other Action, pending or, to Seller's Knowledge, threatened with respect to any Transferred Intellectual Property or Licensed Intellectual Property.

(d) No claims have been made by Seller of any violation or infringement by others of rights with respect to any Transferred Intellectual Property or Licensed Intellectual Property, and Seller has no Knowledge of any basis for the making of any such claim. The use by Seller of the Transferred Intellectual Property and the Licensed Intellectual Property has not violated or infringed any rights of other Persons, or constituted a breach of any Contract (or other agreement or commitment).

(e) No Intellectual Property License is in breach or default by Seller or, to the Knowledge of Seller, any party thereto or the subject of any notice of termination given or, to Seller's Knowledge, threatened, and, to Seller's Knowledge, there is no basis for making any such claim against Seller.

[REDACTED]

(g) The Transferred Intellectual Property and the Licensed Intellectual Property include all such rights necessary for the conduct of the Business as now conducted by

[REDACTED]

Seller, without the payment of a royalty or other fee to any Person (other than as set forth in the Intellectual Property Licenses), and such rights will not be adversely affected by the execution and delivery of this Agreement, the Related Agreements or the consummation of the transactions contemplated hereby and thereby.

(h) Seller has used commercially reasonable efforts to protect the secrecy, confidentiality and value of its trade secrets, know-how, customer and supplier lists and other information, marketing strategies and other confidential data and Information and Records.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered as of the day and year first above written.

SELLER:

CHLOR RID INTERNATIONAL, INC.

By: Paula Petersen
Name: Paula Petersen
Title: President

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

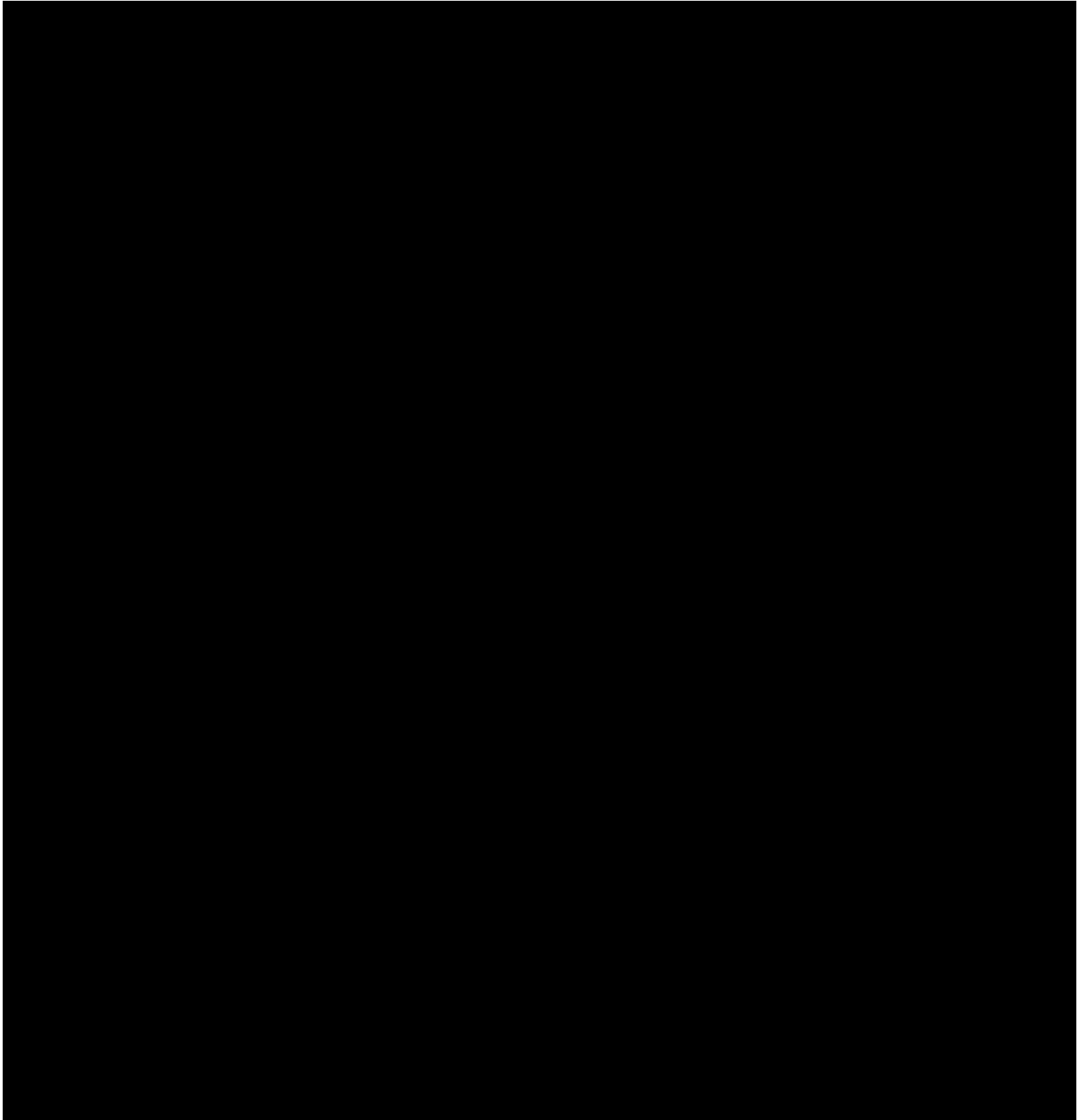
[REDACTED]

[REDACTED]

[REDACTED]

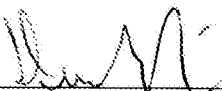
By: [REDACTED]

[REDACTED]



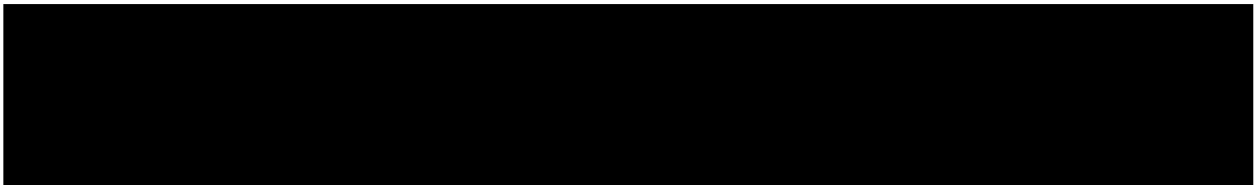
PURCHASER:

BORCHERS AMERICAS, INC.

By:  _____

Name: Devlin Riley

Title: President and Chief Executive Officer



SCHEDULE 2.1(b)

TRANSFERRED INTELLECTUAL PROPERTY

Country of Registration	Word Mark	Owner/Registrant	Serial #	Filing Date	Registration Number	Registration Date
U.S.A	CHLOR*RID	CHLOR RID International Incorporated	77699112	March 25, 2009	3695501	October 13, 2009

Country of Registration	Patent	Ultimate Assignee/Inventor	Patent Number	Filing Date	Effective Date	Expiration Date
U.S.A.	CHLOR*TEST Method and apparatus for testing surfaces	CHLOR RID International Incorporated	6,159,743	March 16, 1999	December 12, 2000	March 16, 2019
U.S.A.	Sleeve component for CHLOR*TEST	CHLOR RID International Incorporated	6,551,837	May 15, 2001	April 22, 2003	May 15, 2021
Canada	METHOD AND APPARATUS FOR TESTING SURFACES	Proprietor: CHLOR RID International Incorporated	2,323,584	March 16, 1999	April 28, 2009	March 16, 2019

SCHEDULE 5.9(a)(i)

TRANSFERRED INTELLECTUAL PROPERTY

Country of Registration	Word Mark	Owner/Registrant	Serial #	Filing Date	Registration Number	Registration Date
U.S.A.	CHLOR*RID	CHLOR RID International Incorporated	77699112	March 25, 2009	3695501	October 13, 2009

Country of Registration	Patent	Ultimate Assignee/Inventor	Patent Number	Filing Date	Effective Date	Expiration Date
U.S.A.	CHLOR*TEST Method and apparatus for testing surfaces	CHLOR RID International Incorporated	6,159,743	March 16, 1999	December 12, 2000	March 16, 2019
U.S.A.	Sleeve component for CHLOR*TEST	CHLOR RID International Incorporated	6,551,837	May 15, 2001	April 22, 2003	May 15, 2021
Canada	METHOD AND APPARATUS FOR TESTING SURFACES	Proprietor: CHLOR RID International Incorporated	2,323,584	March 16, 1999	April 28, 2009	March 16, 2019