

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531816

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900504954		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUMMIT INDUSTRIES, INC.		08/01/2015	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Socius Care, LLC		
Street Address:	3939 Royal Drive NW		
City:	Kennesaw		
State/Country:	GEORGIA		
Postal Code:	30144		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	71137760	CREOMULSION	
CORRESPONDENCE DATA			
Fax Number:	4045668933		
<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:	7709066715		
Email:	bekwalla@sociuscare.com		
Correspondent Name:	SOCIUS CARE, LLC		
Address Line 1:	3939 Royal Drive NW, Suite 230		
Address Line 4:	Kennesaw, GEORGIA 30144		
NAME OF SUBMITTER:	Ben Ekwalla		
SIGNATURE:	/BE08101976/		
DATE SIGNED:	07/15/2019		
Total Attachments: 3			
source=Assignment of Creomulsion Trademark#page1.tif			
source=GA UCC-3 Termination Statement#page1.tif			
source=APA_Summit Industries_Socius Care#page1.tif			

Assignment of Trademark

Whereas:

Summit Industries, Inc. is the owner(s) of Trademark registration number **0144186**.

Whereas:

Socius Care, LLC. is desirous of acquiring said Trademark registration number **0144186**.

Now therefore good and valuable consideration, **Summit Industries, Inc.** hereby assign(s) the entire interest and good will of the business to **Socius Care, LLC.**



Benjamin C. Ekwalla
Director of Finances
Summit Industries, Inc
bekwalla@summitinds.com

Date: 07/31/2015

Rebecca Keaton
Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jason D. Tonne 513-651-6800
B. E-MAIL CONTACT AT FILER (optional) jtonne@fbtlaw.com
C. SEND ADDITIONAL INFORMATION TO: Triumph Research Specialists 453 Hardy Ives Lane Lawrenceville, GA 30045 770-338-1533

Mail

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 033-2015-004574	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT (full or partial):** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: **AND** Check one of these three boxes to:
This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 8a or 8b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 8a or 8b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (8a or 8b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
SUMMIT INDUSTRIES, INC

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
Georgia Superior Court Clerks' Cooperative Authority - Cobb County, GA - Bk 33, PG 7188

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made as of August 1, 2015 (the "Effective Date"), by and among SOCIUS CARE, LLC, a Georgia limited liability company ("Buyer"), SUMMIT INDUSTRIES, INC. a Georgia corporation (the "Company"), and BEN EKWALLA, an individual ("Ekwalla") (collectively "Parties" or individually, "Party").

Recitals:

A. A division of the Company's business engages in the manufacture and sale Creomulsion®, an over-the-counter cough suppressant ("Creomulsion Division"), and a division of Company's business engages in the manufacture of Corona® and Horseman Dream® products for the equine market ("Manna Pro Division") pursuant to a certain Manufacturing Agreement with Manna Pro Products, LLC ("Manna Pro"), dated April 27, 2011 ("Manna Pro Manufacturing Agreement") (the Creomulsion Division and Manna Pro Division shall be collectively referred to as the "Business").

B. Company desires to sell and assign to Buyer and Buyer desires to purchase, certain of the assets and assume certain liabilities of the Business on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Parties hereto agree as follows:

ARTICLE I TRANSFER OF ASSETS

Section 1.1 – Transfer of Assets. Effective as of the Effective Date, the Company hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby purchases from the Company, pursuant to the terms and conditions set forth in this Agreement, all of the Company's right, title and interest in, the following assets, wherever located (the "Acquired Assets"), but excluding the Retained Assets:

(a) All agreements (other than this Agreement), contracts, leases, license agreements, other executory instruments, understandings, obligations, commitments, or other agreements, whether written or oral or whether express or implied, exclusively used in or held exclusively for use in the Business to which the Company is a party, and which are set forth and described on Schedule 1.1(a) attached hereto and made a part hereof (the "Acquired Contracts");

(b) All Creomulsion products and all products manufactured for Manna Pro pursuant to the Manna Pro Manufacturing Agreement ("Manna Pro Products"), finished goods, raw materials, and packing components inventory of the Business listed on Schedule 1.1(b) (the "Inventory");

(c) All business and financial records, books, ledgers, files, correspondence, documents, lists, studies and reports, including, without limitation, sales, advertising, advertising collateral, promotional and marketing information, plans and materials, customer lists and