

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Procter & Gamble Company		05/13/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	C-PAK Consumer Product Holdings LLC		
Street Address:	1900 Pearl Street, Suite 1750		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5304982	CREAM SUDS	
Registration Number:	0522721	JOY	
Registration Number:	5388018	JOY	
Registration Number:	5520342	JOY	
CORRESPONDENCE DATA			
Fax Number:	2147568779		
<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:	214-740-8779		
Email:	RNail@lockelord.com		
Correspondent Name:	Robert E. Nail, Esq.		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	0107379.00005		
NAME OF SUBMITTER:	Robert E. Nail		
SIGNATURE:	/Robert E. Nail/		
DATE SIGNED:	07/16/2019		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of May 13, 2019 (the "Effective Date"), by and between The Procter & Gamble Company, an Ohio Corporation having a principal place of business at **One Procter & Gamble Plaza, Cincinnati, OH 45202** ("Assignor"), and C-PAK Consumer Product Holdings LLC, a Delaware limited liability company having a principal place of business at **1900 Pearl Street, Suite 1750, Dallas, Texas 75201** ("Assignee") (each of Assignor and Assignee may hereafter be referred to as a "Party" or collectively as "Parties").

WHEREAS, Assignor and Assignee have entered into a Transaction Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the "Transaction Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, and transfer to Assignee, and Assignee has agreed to purchase, acquire, accept, and assume from Assignor, the Acquired Trademarks (defined below);

WHEREAS, Assignor owns directly or indirectly through affiliates, certain trademarks, used in association with its manufacture, marketing, sale and distribution of the Joy Business and the Cream Suds Business set forth on Appendix A hereto (together referred to as the "Acquired Trademarks");

WHEREAS, in connection with the Transaction Agreement and pursuant to this Trademark Assignment, Assignor agrees to assign the trademarks set forth on Appendix A pursuant to the conditions set forth in Article II to Assignee such that Assignee owns such Acquired Trademarks; and

WHEREAS, Assignor and Assignee are desirous of making this Trademark Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing, payment of One United States Dollar (US \$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Transaction Agreement, the Parties hereto agree as follows:

**ARTICLE I
CERTAIN DEFINITIONS**

1.01 General. Any capitalized item used but not defined herein will have the meaning set forth in the Transaction Agreement.

**ARTICLE II
ASSIGNMENT BY ASSIGNOR AND ASSUMPTION BY ASSIGNEE**

2.01 Assignment from Assignor. In accordance with and subject to the terms and conditions of the Transaction Agreement, Assignor, on behalf of itself and its affiliates, hereby sells, conveys, assigns, transfers, and delivers to Assignee, all of Assignor's and all of its affiliates' direct or indirect rights, title, and interest in and

to the Acquired Trademarks in the Territory, together with the goodwill of the business in connection with which the Acquired Trademarks are used and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law trademark rights and copyright and domain name rights in the Acquired Trademarks, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all applicable jurisdictions, for Assignee's full and sole own property, use and enjoyment, including, without limitation, all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Acquired Trademarks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, rights to enforce and defend, any of the Acquired Trademarks against any third party, whether based on events or activities occurring before, on, or after the Closing Date, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Effective at and after the Closing Date, Assignor authorizes and requests that Assignee file this Trademark Assignment with the national trademark offices within the Territory and any other applicable governmental entity and/or registrar necessary to record Assignee as the assignee and owner of the Acquired Trademarks. Assignor agrees to provide any reasonable assistance, including, without limitation, executing any documents, also in notarized and/or legalized form, as necessary for Assignee to become the full and record owner of the Acquired Trademarks or otherwise implement this Trademark Assignment.

2.02 Acceptance and Assumption by Assignee. In accordance with and subject to the terms and conditions of the Transaction Agreement, Assignee hereby purchases, acquires and accepts the assignment, transfer, and conveyance, in accordance with the terms of Assignor's right, title and interests in, under and to the Acquired Trademarks to such Assignee pursuant to Section 2.01 above. Assignee accepts, assumes, undertakes and agrees to pay or cause to be paid all liabilities arising out of or related to the Acquired Trademarks arising after the Effective Date.

2.03 Fees and Expenses. Any fees, costs and expenses for the recording of this Trademark Assignment with the appropriate governmental entities, trademark offices and/or registrars shall be borne by Assignee.

ARTICLE III RELATED PROVISIONS IN THE Transaction Agreement

3.01 Representations, Warranties and Indemnification Rights. Assignor and Assignee acknowledge and agree that the subject matter hereof is addressed in the representations and warranties set forth in Article II of the Transaction

Agreement, as applicable, and the parties hereto are bound by indemnification obligations set forth Article VII relating thereto to the extent provided in the Transaction Agreement.

ARTICLE IV MISCELLANEOUS

- 4.01 Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assignees.
- 4.02 Consideration.** Parties agree and acknowledge that good and valuable consideration for the obligations assumed under the present Trademark Assignment and the Acquired Trademarks has already been considered, and is part of, the consideration paid by Acquiror pursuant to the Transaction Agreement.
- 4.03 Subject to Transaction Agreement.** The scope, nature and extent of this Trademark Assignment are expressly set forth in the Transaction Agreement. Nothing contained in this Trademark Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies set forth in, or arising in connection with, the Transaction Agreement or any other Transfer Document. This Trademark Assignment is not intended to create any broader obligations than those contemplated in the Transaction Agreement, and in the event of any ambiguity, inconsistency or conflict between the terms hereof and the Transaction Agreement, the terms of the Transaction Agreement shall be governing and controlling.
- 4.04 Governing Law.** This Trademark Assignment is governed by the Laws of the State of Delaware, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.
- 4.05 Counterparts.** This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 4.06 Dispute Resolution.** Assignor and Assignee acknowledge and agree that the dispute resolution procedures set forth in Section 7.14 of the Transaction Agreement will apply to any dispute between Assignor and Assignee hereunder, and any reference therein to "Seller" and "Acquiror" will be deemed to be references to "Assignor" and "Assignee", respectively.

[Signatures page follows this page]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

THE PROCTER & GAMBLE COMPANY

By: Michael David Guarasci

Name: Michael David Guarasci

Title: Authorized Signatory

Date: May 13, 2019

State of Hamilton Ohio :
County of Hamilton :

Personally appeared before me the above-named Michael David Guarasci, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of The Procter & Gamble Company in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Matthew C. Loftus
Notary Public

My commission to expire on N/A.



MATTHEW C. LOFTUS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

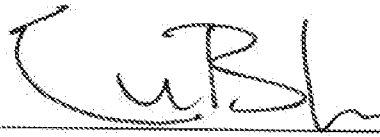
[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006694 FRAME: 0729

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

C-PAK CONSUMER PRODUCT HOLDINGS
LLC

By: _____



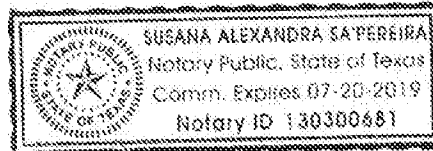
Name: Eric Blue
Title: Authorized Person
Date: May 13, 2019

State of Texas
County of Dallas

Personally appeared before me the above-named Eric Blue, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of C-PAK Consumer Product Holdings LLC in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.



Notary Public


My commission to expire on 7-20-2019







Appendix A
Acquired Trademarks

Logo	Name	Country	Class	Goods	Status	App Date	App No	Reg date	Reg No
	CREAM SUDS	U.S.A	3	Cleaning and washing preparations, namely, sudsing cleaner, cleanser and dishwashing detergent for industrial use.	Registered	24-Oct-2016	87213234	10-Oct-2017	5304982
	CREAMSUDS	Canada	3	Soap	Registered	26-May-1966	297309	07-Apr-1967	TMA150074
	JOY	Aruba	3	Washing products, soaps, bleaching products and other preparations for washing, cleansing agents, polishing and scouring materials.	Registered	01-Jan-1986	N/A	12-Oct-1989	13853
	JOY	Bahamas	3	Common soaps, detergents; cleaning and cleansing preparations; bleaching other preparations; starch and other preparations for laundry use.	Registered	03-Mar-1971	6660	04-Mar-1971	6660
	JOY	Bermuda	3	A synthetic, soap-like liquid detergent for household use.	Registered	N/A	N/A	03-Nov-1953	2866
	JOY	Bermuda	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations.	Registered	17-Feb-1971	6762	17-Feb-1971	6762
	JOY	Brazil	3	Dishwashing preparations	Opposed by BRIL COSMETIC OS S.A. Their marks: BOMBRIIL JOY and JOY SUN Abandoned Re-filed	31-Jan-2018 06-Mar-2018	914108050		

	JOY (stylized & Lemon device 16 color)	Brazil	3	Dishwashing preparations	Pending	29-Feb-2019			
	JOY	Canada	3	Soap & synthetic detergents.	Registered	27-Feb-1946	189973	27-Feb-1946	UCA23905
	JOY	Caribbean Netherlands (BES Islands)	3	Detergents, soaps, bleaching preparations and other substances for laundry use, cleaning, polishing and scouring and abrasive preparations.	Registered	30-Jun-2011	1309	30-Jun-2011	1309
	JOY	Costa Rica	3	Bleaching preparations and other substances for laundry use, detergents for washing dishes; cleaning, polishing, scouring and abrasive preparations.	Registered	11-Jun-1997	N/A	03-Dec-1997	104838
	JOY	Cuba	3	Bleaching preparations and other substances for laundry use, cleaning, polishing, scouring and abrasive preparations, specially liquid dishwashing detergents.	Registered	31-Jul-1997	1098-97	17-Mar-2000	128137
	JOY	Curacao	3	Detergents, soaps, bleaching preparations and other substances for laundry use, cleaning, polishing and scouring and abrasive preparations.	Registered	21-Mar-1972	N/A	04-May-1972	1849
	JOY	Dominican Republic	3	Soaps for industrial purposes and domestic use, substances for washing, bleaching, cleaning and removing stains; specifically, a dishwashing detergent.	Registered	24-Jun-1996	N/A	15-Sep-1996	85595
	JOY	Ecuador	3	Liquid detergent for dishwashing, also used to wash delicate fabrics; bleaching preparations and other substances for laundry use, cleaning, polishing, scouring and abrasive substances, soaps.	Registered	16-Oct-1981	N/A	25-Feb-1982	154
	JOY	El Salvador	3	Detergents and soaps, except toilet and bath soaps.	Registered	03-Jan-2001	012001000024	06-Sep-2001	123BK-138
	JOY	Guatemala	3	Detergents and soaps; except toilet soaps.	Registered	12-May-2002	2002-3206	16-Aug-2004	131480

	JOY	Haiti	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations.	Registered	30-Jan-1990	N/A	30-Jan-1990	154168
	JOY	Honduras	3	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations.	Registered	23-Sep-2005	25769-2005	23-Feb-2006	96243
	JOY	Jamaica	3	Common soap, detergents and other preparations for laundry use.	Registered	26-Jan-1952	5862	26-Jan-1952	5862
	JOY	Mexico	3	Exclusively detergents.	Registered	08-Nov-1993	182445	22-Aug-1994	470598
	JOY	Nicaragua	3	Detergents and soaps, other than toilet and bath soaps.	Registered	10-Jun-1997	97-01923	30-Jan-1998	36381-CC
	JOY	Panama	3	Detergents and soaps, except for toilet and bath soaps.	Registered	18-Aug-1997	089435	18-Aug-1997	89435
	JOY	Panama	3	Cleaning, polishing, scouring and abrasive preparations.	Registered	07-Oct-1946	1797	08-Apr-1947	1764
	JOY	St. Maarten	3	Detergents, soaps, bleaching preparations and other substances for laundry use; cleaning, polishing and scouring and abrasive preparations.	Registered	21-Mar-1972	N/A	05-May-1972	1638
	JOY	Trinidad & Tobago	3	Common soaps, detergents, bleaching preparations, starch, blue and other preparations for laundry purposes.	Registered	03-Jun-1971	N/A	03-Jun-1971	6806
	JOY	U.S.A.	3	Sudsing cleaner, cleanser and detergent, excepting soap in bar form.	Registered	09-Oct-1948	71566767	21-Mar-1950	522721
	JOY (stylized & Lemon device 16 color)	Canada	3	Dishwashing detergents	Allowed	08-Dec-2016	1813169		

	JOY (stylized & Lemon device 16 color)	U.S.A.	3	Dishwashing detergents	Registered	05-Dec-2016	87256621	23-Jan-2018	5388018
	JOY (stylized & Orange device 16 color)	Canada	3	Dishwashing detergents	Allowed	08-Dec-2016	1813181		
	JOY (stylized & Orange device 16 color)	U.S.A.	3	Dishwashing detergents	Registered	05-Dec-2016	87256624	17-Jul-2018	5520342
	Joy 2 (& Device Color)	Canada	3	Light duty liquid detergent.	Registered	16-Apr-1981	468579	27-Aug-1982	TMAA272259
	JOY PROFESSIONAL	Canada	3	Dishwashing Detergent	Registered	17-Jul-2012	1586460	29-Jun-2015	TMAA907419
	ULTRA JOY	Canada	3	Dishwashing detergent.	Registered	05-Dec-1990	671825	22-May-1992	TMAA398516