

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536020

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|---|-------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 05/03/2019 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| C-PAK Consumer Product Holdings LLC | | 07/26/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | C-PAK Consumer Product IP SPV 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 | |
| Serial Number: | 87256624 | 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: | 08/09/2019 | | |

OP \$115.00 5304982

Total Attachments: 8

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U.S.P.T.O.

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into to be effective as of May 3, 2019, (the "Effective Date"), by and between C-PAK CONSUMER PRODUCT HOLDINGS LLC, a Delaware limited liability company ("Assignor") and C-PAK CONSUMER PRODUCT IP SPV LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of all right, title and interest in and to the identified U.S. and foreign trademarks pending and registered with the U.S. Patent And Trademark Office and with certain foreign trademark registry offices as identified in Exhibit A attached hereto (collectively, the "Trademarks") and Assignee is desirous of acquiring all right, title, and interest of Assignor in and to the Trademarks and in and to any registrations, renewals, and extensions that may be granted thereon, and in each case together with the goodwill of the business connected therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys, and delivers to Assignee all of Assignor's right, title, and interest in the worldwide rights to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the right, if any, of Assignor to recover for damages and profits for past infringements of the Trademarks.

2. Representations of Assignor. Assignor hereby represents and warrants ownership of record and beneficially good and valid title to the Trademarks, free of any right of any other person or entity, and free and clear of any and all liens (other than liens in favor of Piney Lake Master Opportunities Fund ECI LP, as collateral agent) to the Assignee, except for any restrictions on sales of securities under applicable securities laws.

3. Successors and Assigns. The terms and conditions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

4. Future Cooperation on Subsequent Documents. Assignor and Assignee agree to cooperate at all times from and after the date hereof with respect to the supplying of any information requested by the other regarding any of the matters described in this Assignment, and each agrees to execute such further instruments of contribution, transfer, conveyance, assignment, and confirmation, releases, or other documents and take such other action as any party hereto may reasonably request as necessary or desirable in order to more effect the intents and purposes of this Assignment.

5. Modification and Waiver. No supplement, modification, waiver, or termination of this Assignment or any provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6. Severability. In the event that any provision contained herein shall be held to be invalid, illegal, or unenforceable for any reason, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. Governing Law. This Assignment is entered into and shall be construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under principles of conflicts of law.

8. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be an original and all of which shall together constitute one and the same Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed this 26th day of July, 2019, but to be effective *nunc pro tunc* as of May 3, 2019.

ASSIGNOR:

C-PAK CONSUMER PRODUCT HOLDINGS LLC
a Delaware limited liability company

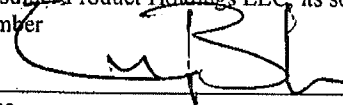
By:  _____

Eric Blue
Board Chair

ASSIGNEE:

C-PAK CONSUMER PRODUCT IP SPV LLC
a Delaware limited liability company

By: C-PAK Consumer Product Holdings LLC, its sole manager and member

By:  _____






Eric Blue
Authorized Signatory

Exhibit A

| Logo | Name | Country | Class | Goods | Status | App Date | App No | Reg date | Reg No | Next Renewal Due |
|------|------------|---------|-------|---|---------------------|----------------------------|-----------|-------------|-----------|------------------|
| | 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 | 10-Oct-2023 |
| | CREAMSUDS | Canada | 3 | Soap | Registered | 26-May-1966 | 297309 | 07-Apr-1967 | TMA150074 | 07-Apr-2027 |
| | 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 | 31-Dec-2025 |
| | JOY | Bahamas | 3 | Common soaps, detergents, cleaning and cleansing preparations; bleaching preparations; starch, blue and other preparations for laundry use. | Registered | 03-Mar-1971 | 6660 | 04-Mar-1971 | 6660 | 03-Mar-2027 |
| | JOY | Bermuda | 3 | A synthetic, soap-like liquid detergent for household use. | Registered | N/A | N/A | 03-Nov-1953 | 2866 | 03-Nov-2023 |
| | 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 | 17-Feb-2027 |
| | JOY | Brazil | 3 | Dishwashing preparations | Pending (published) | 31-Jan-2018 06-Mar-2018 | 914108050 | | | |
| | JOY | Canada | 3 | Soap & synthetic detergents. | Registered | 27-Feb-1946 | 189973 | 27-Feb-1946 | UCA23905 | 27-Feb-2021 |

| Logo | Name | Country | Class | Goods | Status | App Date | App No | Reg date | Reg No | Next Renewal Due |
|------|------|-------------------------------------|-------|--|------------|-------------|---------------|-------------|-----------|--|
| | 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 | 30-Jun-2022 |
| | 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 | Renewal filed in 2017; awaiting renewal cert |
| | 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 | Renewal filed in 2017; awaiting renewal cert |
| | 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 | 21-Mar-2022 |
| | 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 | 15-Sep-2026 |
| | 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 | 25-Feb-2022 |
| | JOY | El Salvador | 3 | Detergents and soaps, except toilet and bath soaps. | Registered | 03-Jan-2001 | 0120010000-24 | 06-Sep-2001 | 123BK-138 | 06-Sep-2021 |

| Logo | Name | Country | Class | Goods | Status | App Date | App No | Reg date | Reg No | Next Renewal Due |
|------|------|-------------------|-------|---|------------|-------------|------------|-------------|----------|--|
| | JOY | Guatemala | 3 | Detergents and soaps, except toilet soaps. | Registered | 12-May-2002 | 2002-3206 | 16-Aug-2004 | 131480 | 15-Aug-2024 |
| | 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 | 30-Jan-2020 |
| | 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 | 23-Feb-2026 |
| | JOY | Jamaica | 3 | Common soap, detergents and other preparations for laundry use. | Registered | 26-Jan-1952 | 5862 | 26-Jan-1952 | 5862 | Renewal filed in 2017; awaiting renewal cert |
| | JOY | Mexico | 3 | Exclusively detergents. | Registered | 08-Nov-1993 | 182445 | 22-Aug-1994 | 470598 | 8-Nov-2023 |
| | JOY | Nicaragua | 3 | Detergents and soaps, other than toilet and bath soaps. | Registered | 10-Jun-1997 | 97-01923 | 30-Jan-1998 | 36381-CC | Renewal filed in 2017; awaiting renewal cert |
| | JOY | Panama | 3 | Detergents and soaps, except for toilet and bath soaps. | Registered | 18-Aug-1997 | 089435 | 18-Aug-1997 | 89435 | Renewal filed in 2017; awaiting renewal cert |
| | JOY | Panama | 3 | Cleaning, polishing, scouring and abrasive preparations. | Registered | 07-Oct-1946 | 1797 | 08-Apr-1947 | 1764 | 08-Apr-2027 |
| | JOY | St. Maarten | 3 | Detergents, soaps, bleaching preparations and other substances for laundry use; cleaning, polishing and scouring and abrasive | Registered | 21-Mar-1972 | N/A | 05-May-1972 | 1638 | 21-Mar-2022 |
| | 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 | 2-Jun-2019 |
| | JOY | U.S.A. | 3 | Sudsing cleaner, cleanser and detergent, excepting soap in bar form. | Registered | 09-Oct-1948 | 71566767 | 21-Mar-1950 | 522721 | 21-Mar-2020 |

| Logo | Name | Country | Class | Goods | Status | App Date | App No | Reg date | Reg No | Next Renewal Duc |
|---|---|---------|-------|-----------------------------|--|-------------|----------|-------------|-----------|---------------------|
|  | JOY (stylized & Lemon device 16 color) | Canada | 3 | Dishwashing detergents | Published | 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 | 23-Jan-2024 |
|  | JOY (stylized & Orange device 16 color) | Canada | 3 | Dishwashing detergents | Published | 08-Dec-2016 | 1813181 | | | |
|  | JOY (stylized & Orange device 16 color) | U.S.A. | 3 | Dishwashing detergents | Allowed- 2nd RET due 06-Jun- 2018 | 05-Dec-2016 | 87256624 | | | |
|  | Joy 2 (& Device Color) | Canada | 3 | Light duty liquid detergent | Registered | 16-Apr-1981 | 468579 | 27-Aug-1982 | TMA272259 | 27-Aug-2027 |
| | JOY PROFESSIONAL | Canada | 3 | Dishwashing Detergent | Registered | 17-Jul-2012 | 1586460 | 29-Jun-2015 | TMA907419 | 29-Jun-2030 |

| Logo | Name | Country | Class | Goods | Status | App Date | App No | Reg date | Reg No | Next Renewal Due |
|------|---|---------|-------|---------------------------|------------|-------------|----------|-------------|-----------|--|
| | POWERFUL CLEANING! A LITTLE GOES A LONG WAY! (Joy 06) | U.S.A. | 3 | Dishwashing detergent. | Registered | 23-Jan-2006 | 78796886 | 23-Oct-2007 | 3321020 | NO USE -- 6 mos. grace period ended 23- Mar-2018 but not officially cancelled yet |
| | ULTRA JOY | Canada | 3 | Dishwashing detergent. | Registered | 05-Dec-1990 | 671825 | 22-May-1992 | TMA398516 | 22-May-2022 |