

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paramount Chemical Specialties, Inc.		10/01/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	SLG Chemicals, Inc.		
Street Address:	4880 Havana Street, suite 400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80239		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4389354	KIDS 'N' PETS NO NO NO!	
Registration Number:	2520326	KIDS 'N' PETS	
Registration Number:	3218482	MESSY PET	
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:	3032452094		
Email:	docket@hollandhart.com		
Correspondent Name:	Jeffrey D. Larson		
Address Line 1:	P.O. Box 8749		
Address Line 2:	TM Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	19796.0800		
NAME OF SUBMITTER:	Jeffrey D. Larson		
SIGNATURE:	/Jeffrey D. Larson/		
DATE SIGNED:	10/09/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Agreement"), dated as of October 1, 2019, is made by and between Paramount Chemical Specialties, Inc., a Washington corporation having an address of 14762 NE 95th Street, Building 7, Redmond, WA 98052 ("Seller"), and SLG Chemicals, Inc., a Colorado corporation having an address of 4880 Havana Street, Suite 400, Denver, CO 80239 ("Buyer").

RECITAL

WHEREAS, Seller is the owner of the trademark applications and registrations listed on the attached Schedule A; and

WHEREAS, in connection with that certain Asset Purchase Agreement by and among Seller, Buyer and Scott's Liquid Gold-Inc., a Colorado corporation, dated as of even date herewith (the "APA"), Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all of Seller's right, title and interest in and to the Intellectual Property Registrations set forth on Schedule A. The capitalized terms in this Agreement are as defined in the APA, unless expressly defined otherwise in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. Assignment. Effective as of the Closing Date, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer and its successors and assigns, and Buyer hereby accepts, all of Seller's present and future right, title, and interest in and to the Intellectual Property Registrations set forth on Schedule A, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks contained in such Intellectual Property Registrations.

2. Recordation and Further Actions. Seller authorizes the United States Commissioner for Trademarks, any other governmental officials, and any domain name registrar to record and register this Agreement upon request by Buyer.

3. Further Assurances. Without limiting the generality of Section 6.6 of the APA, upon Buyer's request Seller shall promptly take such steps and actions following the Closing on the Closing Date as reasonably requested by Buyer, at no cost to Seller, to assign the Intellectual Property Assets from Seller to Buyer, or any assignee or successor thereto, including, without limitation, providing Buyer with such documents as are reasonably requested for Buyer to (a) record the assignment of rights herein and (b) electronically transfer all administrative and other rights in any domain names included in the Intellectual Property Registrations to Buyer.

4. Terms of the Asset Purchase Agreement. The terms of the APA, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Registrations of Seller, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict or an apparent conflict between the provisions of this Agreement and the provisions of the APA, the provisions of the APA shall control.

5. Governing Law. This Agreement, and the application and interpretation of its provisions, shall be governed and construed in accordance with its terms and by the laws of the State of Delaware applicable to Contracts and transactions executed and fully performed within the State of Delaware, other than such Laws that would require the application of the Laws of a state other than the State of Delaware.

6. Amendments; No Waivers. Any provision of this Agreement may be amended or waived if, and only if, the amendment or waiver is in writing and signed, in the case of an amendment, by Seller and by Buyer, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law. The knowledge of a Default, misrepresentation or breach of warranty or covenant hereunder shall not be deemed a waiver of or non-reliance on such warranty or consent by any other party.

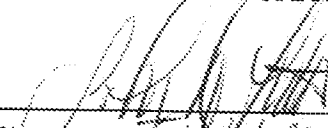
7. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or any electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Closing Date.

SELLER:

PARAMOUNT CHEMICAL SPECIALTIES, INC.

By: 
Name: JOHN LATA
Title: PRESIDENT

BUYER:

SLG CHEMICALS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Closing Date.

SELLER:

PARAMOUNT CHEMICAL SPECIALTIES, INC.

By: _____

Name: _____

Title: _____

BUYER:

SLG CHEMICALS, INC.

By:  _____

Name: K. PAPRZYCKI

Title: CFO

SCHEDULE A

Intellectual Property Registrations

Trademarks

Trademark	Ser. No.	Reg No.	Country	Filing Date	Reg. Date
KIDS 'N' PETS NO NO NO!	85-663,899	4,389,354	USA	June 28, 2012	August 20, 2013
KIDS 'N' PETS	78-056,060	2,520,326	USA	March 30, 2001	December 18, 2001
MESSY PET	76-645,834	3,218,482	USA	August 30, 2005	March 13, 2007
Kids 'N' Pets	1047580	TMA571535	Canada	February 21, 2000	December 2, 2002

Domain Names

1. kidsnpetsbrand.com
2. messypet.com