

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rapid Pure Inc.		10/18/2019	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Tender Corporation		
Street Address:	944 Industrial Park Road		
City:	Littleton		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03561		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4719841	SCOUT	
Registration Number:	4726961	INTREPID	
Registration Number:	4716190	TRAIL BLAZER	
Registration Number:	4825210	EXPLORER	
Registration Number:	4891698	RAPIDPURE	
Registration Number:	5063977	PIONEER	
Registration Number:	5342390	ULTRACERAM	
Registration Number:	5711182	RAPIDPURE UNIVERSAL PURIFIER	
CORRESPONDENCE DATA			
Fax Number:	2158325763		
<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:	2155695763		
Email:	sbockert@blankrome.com		
Correspondent Name:	Shaun J. Bockert		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	155408-00103		
NAME OF SUBMITTER:	Shaun J. Bockert		

OP \$215.00 4719841

SIGNATURE:	/Shaun J. Bockert/
DATE SIGNED:	10/31/2019
Total Attachments: 5 source=EXECUTED RapidPure - Trademark Assignment - Tender (Second Amendment)#page1.tif source=EXECUTED RapidPure - Trademark Assignment - Tender (Second Amendment)#page2.tif source=EXECUTED RapidPure - Trademark Assignment - Tender (Second Amendment)#page3.tif source=EXECUTED RapidPure - Trademark Assignment - Tender (Second Amendment)#page4.tif source=EXECUTED RapidPure - Trademark Assignment - Tender (Second Amendment)#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 18, 2019 by and between RAPID PURE INC., a Minnesota corporation (the "Assignor"), and TENDER CORPORATION, a Delaware corporation (the "Assignee"). Assignor and Assignee are sometimes individually referred to as a "Party" and, collectively, as the "Parties." Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in the Purchase Agreement (defined below).

- A. Assignor owns the trademarks identified on Schedule A attached hereto, the trademark registrations and applications associated therewith and also described on Schedule A, as well as all common law rights and rights of priority associated with the foregoing (such trademarks and such trademark registrations and applications are, collectively, the "Trademarks") and any and all goodwill of the business in connection with which the Trademarks are used and symbolized by the Trademarks (the Trademarks and such goodwill are, collectively, the "Trademark Rights");
- B. Assignor and Assignee are parties to that certain letter purchase agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor agreed to assign to Assignee all right, title, and interest in and to the Trademark Rights; and
- C. The Parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademark Rights and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and any other similar official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, as may be necessary to effectuate the assignment and transfer of the Trademark Rights from Assignor to Assignee.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, including that under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks Rights, including (i) all Trademarks, all registrations and applications thereof and all goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, (ii) all rights of priority in the Trademark Rights in any country as may now or hereafter be granted by law, treaty or other international conventions, (iii) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, dilution, or other violations of the Trademark Rights, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, and (iv) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademark Rights, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's 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.

2. Recordation. Assignor authorizes the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademark Rights and to issue all registrations for the Trademark Rights in the name of Assignee. Assignor shall, at Assignee's reasonable expense, execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions

contemplated herein.

3. No Impact on Terms of the Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Purchase Agreement or in any document, instrument, or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions set forth in the Purchase Agreement, with this Assignment being intended solely to effect the transfer of the Trademark Rights strictly in accordance with the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

4. Counterparts. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement

5. Governing Law. Assignor and Assignee hereby agree that this Assignment will be governed by and construed in accordance with the internal Laws of the State of Delaware without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Assignment as of the date first above written.

ASSIGNEE:

Tender Corporation

By: David Affinito

Name: David Affinito

Title: Assistant Secretary

ASSIGNOR:

Rapid Pure Inc.

By: _____

Name: _____

Title: _____

Attached: Schedule A – Trademarks

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Assignment as of the date first above written.

ASSIGNEE:

Tender Corporation

By: _____

Name: _____

Title: _____

ASSIGNOR:

Rapid Pure Inc.

By: _____

Name: _____

Title: _____

Attached: Schedule A - Trademarks

[Signature Page to Trademark Assignment]

135408.00109/121957411v3

SCHEDULE A

Trademark Rights

Trademark	Country	Owner	Registration No.	Registration Date
SCOUT	USA	Rapid Pure Inc.	4,719,841	04/14/2015
INTREPID	USA	Rapid Pure Inc.	4,726,961	04/28/2015
TRAIL BLAZER	USA	Rapid Pure Inc.	4,716,190	04/07/2015
EXPLORER	USA	Rapid Pure Inc.	4,825,210	10/06/2015
RAPIDPURE	USA	Rapid Pure Inc.	4,891,698	01/26/2016
PIONEER	USA	Rapid Pure Inc.	5,063,977	10/18/2016
ULTRACREAM	USA	Rapid Pure Inc.	5,342,390	11/21/2017
RAPIDPURE UNIVERSAL PURIFIER	USA	Rapid Pure Inc.	5,711,182	03/26/2019