

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550314

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
C-PAK Consumer Product Holdings LLC		11/20/2019	Limited Liability Company: DELAWARE
C-PAK Consumer Product IP SPV LLC		11/20/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JoySuds, LLC		
<b>Street Address:</b>	c/o Piney Lake Capital, Four Greenwich Office Park		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06831		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5304982	CREAM SUDS	
<b>Registration Number:</b>	0522721	JOY	
<b>Registration Number:</b>	5388018	JOY	
<b>Registration Number:</b>	5520342	JOY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	38042 / 002		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		

CH \$115.00 5304982

**DATE SIGNED:**

11/21/2019

**Total Attachments: 10**

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## **TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made and entered into as of November 20, 2019 (the “Effective Date”), by and between, on the one hand, (i) C-PAK Consumer Product Holdings LLC, a Delaware limited liability company, and (ii) C-PAK Consumer Product IP SPV LLC, a Delaware limited liability company (“Assignor”), and on the other hand, JoySuds, LLC, a Delaware limited liability company (“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 Foreclosure Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the “Foreclosure 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 Foreclosure 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 Foreclosure 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 Foreclosure 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 Foreclosure 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 Foreclosure 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 Foreclosure 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 Section 5 of the Foreclosure Agreement, as applicable.

## 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 Foreclosure Agreement.

**4.03 Subject to Foreclosure Agreement.** The scope, nature and extent of this Trademark Assignment are expressly set forth in the Foreclosure 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 Foreclosure Agreement. This Trademark Assignment is not intended to create any broader obligations than those contemplated in the Foreclosure Agreement, and in the event of any ambiguity, inconsistency or conflict between the terms hereof and the Foreclosure Agreement, the terms of the Foreclosure Agreement shall be governing and controlling.

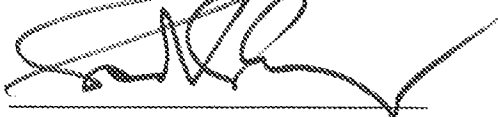
**4.04 Governing Law.** This Trademark Assignment is governed by the Laws of the State of Delaware, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.

**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.

*[Signature pages follow this page]*

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: 

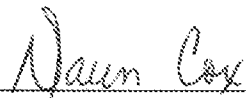
Name: Stephen Gray

Title: Manager

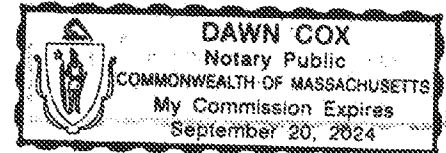
Date:

State of Massachusetts :  
County of Suffolk :

Personally appeared before me the above-named Stephen Gray, 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.

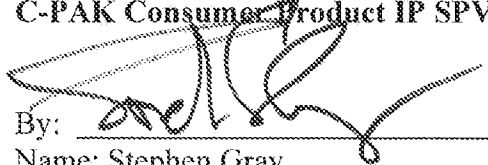
  
Notary Public

My commission to expire on 9/20/24.



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

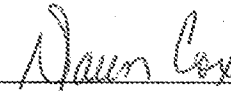
**C-PAK Consumer Product IP SPV LLC**

By: 

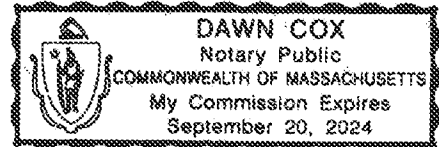
Name: Stephen Gray  
Title: Authorized Person  
Date:

State of Massachusetts :  
County of Suffolk :

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

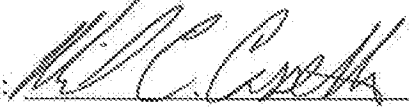
  
Notary Public

My commission to expire on 9/20/24.



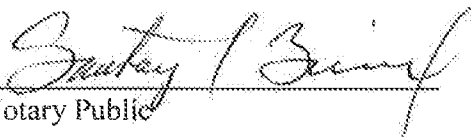
IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date first above written.

JoySuds, LLC

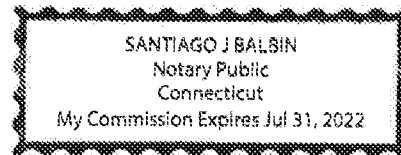
By:   
Name: Michael C. Cassetta  
Title: Authorized Signatory  
Date: 11/19/19

State of Connecticut  
County of Fairfield

Personally appeared before me the above-named Michael C. Cassetta, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of \_\_\_\_\_ 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 Jul 31, 2022.





**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 preparations; starch, blue 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

Logo	Name	Country	Class	Goods	Status	App Date	App No	Reg date	Reg No
	JOY (stylized & Lemon device 16 color)	Brazil	3	Dishwashing preparations	Opposed by BRIL COSMETTIC OS S.A. Their marks: BOMBRIIL JOY and JOY SUN Abandoned Re-filed	31-Jan-2018 06-Mar-2018	914108050		
	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

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Logo	Name	Country	Class	Goods	Status	App Date	App No	Reg date	Reg No
	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

Logo	Name	Country	Class	Goods	Status	App Date	App No	Reg date	Reg No
	JOY	Panama	3	Cleaning, polishing, scouring and abrasive preparations. Detergents, soaps, bleaching preparations and other substances for laundry use, cleaning, polishing and scouring and abrasive preparations.	Registered	07-Oct-1946	1797	08-Apr-1947	1764
	JOY	St. Maarten	3	Common soaps, detergents, bleaching preparations, starch, blue and other preparations for laundry purposes. Sudsing cleaner, cleanser and detergent, excepting soap in bar form.	Registered	21-Mar-1972	N/A	05-May-1972	1638
	JOY	Trinidad & Tobago	3	Dishwashing detergents	Registered	03-Jun-1971	N/A	03-Jun-1971	6806
	JOY	U.S.A.	3	Dishwashing detergents	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	TMA272259
	JOY PROFESSIONAL	Canada	3	Dishwashing Detergent	Registered	17-Jul-2012	1586460	29-Jun-2015	TMA907419
	ULTRA JOY	Canada	3	Dishwashing detergent.	Registered	05-Dec-1990	671825	22-May-1992	TMA398516

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