

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555767

<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>
REACTEX Technology Group, LLC		12/26/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Soft-Tex International, Inc.		
<b>Street Address:</b>	428 Hudson River Road		
<b>City:</b>	Waterford		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12188		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88389323	REACTEX	
<b>Serial Number:</b>	88491339	EPIC CHILL	
<b>Serial Number:</b>	88567156	EPIC WARM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5184525579		
<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>	5184525600		
<b>Email:</b>	lynn.comproski@hrfmlaw.com		
<b>Correspondent Name:</b>	Heslin Rothenberg Farley & Mesiti P.C.		
<b>Address Line 1:</b>	5 Columbia Circle		
<b>Address Line 4:</b>	Albany, NEW YORK 12203		
<b>NAME OF SUBMITTER:</b>	Brett M Hutton		
<b>SIGNATURE:</b>	/Brett M Hutton/		
<b>DATE SIGNED:</b>	01/03/2020		
<b>Total Attachments: 2</b>			
source=H1647176#page1.tif			
source=H1647176#page2.tif			

CH \$90.00 88389323

**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”)** by and between REACTEX Technology Group, LLC, a Delaware limited liability company (“**ASSIGNOR**”), and Soft-Tex International, Inc., a New York corporation, (“**ASSIGNEE**”), having an effective date of December 30, 2019 has been executed by the last party to duly sign (“Effective Date”).

**WHEREAS, ASSIGNOR** is the listed owner of record of the following three pending intent-to-use trademark applications:

<b>Trademark</b>	<b>Serial Number (Filing Date)</b>
REACTEX	88389323 (4/17/2019)
EPIC CHILL	88491339 (6/27/2019)
EPIC WARM	88567156 (8/5/2019)

(hereinafter referred to as the “REACTEX Trademarks”);

**WHEREAS,** pursuant to an Agreement and Plan of Merger dated December 30, 2019, between **ASSIGNOR** and **ASSIGNEE**, **ASSIGNOR** has agreed to merge its entire business, including those portions of **ASSIGNOR’S** business to which the REACTEX Trademarks pertain, into and with **ASSIGNEE**, making **ASSIGNEE** the successor to the entire ongoing and existing business of **ASSIGNOR** to which the REACTEX Trademarks pertain;

**WHEREAS,** pursuant to the Agreement and Plan of Merger dated December 30, 2019, **ASSIGNOR** has agreed to sell, transfer, convey, assign, and deliver to **ASSIGNEE**, and **ASSIGNEE** has agreed to accept and acquire, the REACTEX Trademarks with the business associated with the REACTEX Trademarks.

**NOW, THEREFORE,** for good and valuable consideration, the receipt of which is hereby acknowledged, **ASSIGNOR** hereby expressly in writing assigns and transfers to **ASSIGNEE**, and its successors, representatives and assigns, any and all right, title and interest **ASSIGNOR** has or may have in and to the REACTEX Trademarks, together with any goodwill of the business symbolized by the trademarks which are the subject of said REACTEX Trademarks, and any applications, registrations, renewals and extensions thereof for the REACTEX Trademarks; all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect; and the right to recover and take all such proceedings as may be necessary for the recovery of damages or other remedies in respect of all infringements of the REACTEX Trademarks, whether committed before or after the Effective Date.

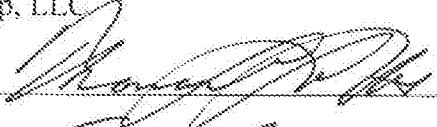
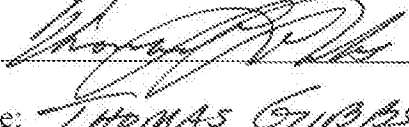
**ASSIGNOR** hereby represents that it is the listed owner of record of the pending trademark applications, that the REACTEX Trademarks are free and clear of any and all security interests or liens, that the **ASSIGNOR** has not granted any rights or licenses to any third party to use the REACTEX Trademarks, and that the **ASSIGNOR** is not aware of any competing claims or interests for the REACTEX Trademarks.

**ASSIGNOR** hereby authorizes **ASSIGNEE**, at the expense of **ASSIGNEE**, to take all necessary and/or appropriate steps to effectuate this Agreement and the transfer of rights hereunder, including recordation thereof in the appropriate Trademark Offices.

**ASSIGNOR** hereby covenants and agrees that, at any time and from time to time after the Effective Date, at **ASSIGNEE**'s request, or at the request of **ASSIGNEE**'s successors, representatives or assigns, **ASSIGNOR** shall reasonably cooperate with **ASSIGNEE** to execute and deliver such documents and other papers, and otherwise provide reasonable assistance to **ASSIGNEE**, as may be required to grant, transfer, convey, deliver and assign to **ASSIGNEE** any of the REACTEX Trademarks.

It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other REACTEX Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers to be effective as of the Effective Date.

<b>ASSIGNOR:</b> REACTEX Technology Group, LLC	<b>ASSIGNEE:</b> Soft-Tex International, Inc.
By: 	By: 
Name: THOMAS GIBBS	Name: THOMAS GIBBS
Title: CFO	Title: CFO
Date: 12/26/19	Date: 12/26/19