

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561383

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|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Check Corporation d/b/a DampCheck | | 12/27/2019 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Star-brite Distributing, Inc. | | |
| Street Address: | 4047 SW 47th Avenue | | |
| City: | Fort Lauderdale | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33314 | | |
| Entity Type: | Corporation: FLORIDA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4411730 | MOISTURE MAGNET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9548289122 | | |
| <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: | 954-828-1488 | | |
| Email: | ptomail@cwiplaw.com | | |
| Correspondent Name: | Christopher & Weisberg, P.A. | | |
| Address Line 1: | 1232 North University Drive | | |
| Address Line 4: | PLANTATION, FLORIDA 33322 | | |
| NAME OF SUBMITTER: | John Christopher | | |
| SIGNATURE: | /John Christopher/ | | |
| DATE SIGNED: | 02/10/2020 | | |
| Total Attachments: 6 | | | |
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OP \$40.00 4411730

APPENDIX D
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of December 27 2019, is made by Check Corporation, a Florida corporation, d/b/a DampCheck ("Seller"), whose principal place of business is 603 Central FL Parkway, Suite 107, Orlando, Florida 32824, to and in favor of Star-brite Distributing, Inc., a Florida corporation ("Buyer"), whose principal place of business is 4041 SW 47th Avenue, Fort Lauderdale, Florida 33314.

Preliminary Statement

Seller (and its sole shareholder) and Buyer are parties to a certain Asset Purchase Agreement dated as of December 27, 2019 ("Purchase Agreement"). Capitalized terms used herein without being defined herein will have the meanings given to them in the Purchase Agreement. Pursuant to the Purchase Agreement, Seller agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer agreed to purchase, among other assets, certain intellectual property of Seller, and Seller has agreed to execute and deliver this IP Assignment, for recording with the [United States Patent and Trademark Office], [the United States Copyright Office], [and corresponding entities or agencies in any applicable jurisdictions]. The Closing Date is the effective date of this IP Assignment, and as provided in the Purchase Agreement, Seller is consummating the Closing relative to the IP Rights by executing and delivering this IP Assignment to Buyer.

NOW, THEREFORE, in consideration of the Purchase Agreement and the Closing thereunder, Seller, intending legally to be bound, agrees as follows:

2. Preliminary Statement. The Preliminary Statement set forth above is true and correct and is incorporated into and made a part of this IP Assignment.

2. Receipt of Purchase Price. Seller hereby acknowledges receipt from Buyer of the initial payment of [REDACTED] and installments in the amount of [REDACTED] for a total purchase price of [REDACTED] as stated in the Purchase Agreement.

3. Sale and Assignment of IP Rights. For value received and effective as of the date hereof, Seller hereby grants, bargains, sells, assigns, transfers, conveys, sets over and delivers to Buyer, its successors and assigns, all of Seller's rights, title and interests in and to the following (collectively, the "IP Rights"):

(a) All formulas and fabrication specifications for the Products (as defined in the Purchase Agreement), including all books and records with respect thereto ("Formulas").

(b) Seller's right, title and interest in and to registered brand names, registered logos and registered trade names for the Products and Formulas, as set forth in Appendix B hereto, together with all related IP Rights, including trade secrets, intellectual and intangible properties, and goodwill associated with the Business as described in the Purchase Agreement.

(c) All of Seller's customer lists used or developed in connection with the Business, including telephone numbers, facsimile numbers, and email addresses, and copies of all files, books and records maintained by Seller relating to the Business, including, but not limited to referral sources, purchase and sale records, service and warranty records, operating guides and manuals, creative materials, advertising materials, promotional materials, web site data and statistics, ownership of the website www.dampcheck.com and all related domain-management agreements and passwords ("Books and Records").

(d) For purposes hereof, the IP Rights include and encompass all of Seller's rights, title and interests in, to and with respect to: (i) trademarks, service marks, brand names, certification marks, collective marks, d/b/as, internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for all of the foregoing, and all goodwill associated therewith and symbolized thereby, including all extensions, modifications and renewals of same; (ii) as to Formulas, inventions, discoveries and ideas, whether patentable or not, and all patents, registrations, and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (iii) confidential and proprietary information, trade secrets and know-how relating to the Purchase Assets, including processes, schematics, databases, formulae, drawings, prototypes, models, designs and customer lists; (iv) published and unpublished works of authorship, whether copyrightable or not, copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; and (v) all other intellectual property or proprietary rights and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing.

(e) All rights of any kind whatsoever of Seller accruing under or with respect to any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, and any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

(f) Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or

default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

TO HAVE AND TO HOLD the IP Rights unto Buyer, and its successors and assigns; forever. Seller covenants to and agrees with Buyer to warrant and defend the sale and transfer of the IP Rights unto Buyer, its successors and assigns, against all and every person and persons whomsoever. The sale and transfer of the IP Rights shall be and is free and clear of all liens and encumbrances. This IP Assignment is made outright, and not as security.

4. Recordation and Further Actions. Seller hereby authorizes [the Commissioner for Patents] [and] [the Commissioner for Trademarks] [in the United States Patent and Trademark Office][and] the Register of Copyrights in the United States Copyright Office, [and the officials of corresponding entities or agencies in any applicable jurisdictions] to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, appendix, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the assigned IP Rights to Buyer, or any assignee or successor thereto.

5. Terms of the Purchase Agreement. Seller and Buyer acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the IP Rights, the Business, the Products and Formulas, and the Purchase Assets generally. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida,

without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

CHECK CORPORATION, a Florida
corporation, d/b/a DampCheck

By: 
Name: Vaughan Williams
Title: PRESIDENT
Address for Notices: PO Box 593545
CYPRESS, TX 77405

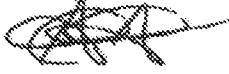
ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss: COUNTY OF ORANGE)

On the 27 day of December 2019, before me personally appeared Stephan Williams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the PRESIDENT of Check Corporation, the Seller identified above, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

My Commission Expires:

Notary Public
Printed Name:

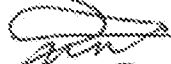


Stephen M. Stone



AGREED TO AND ACCEPTED:

Star-brite Distributing, Inc.

By: 

Name: Peter Dornay

Title: Pres

Address for Notices:

4041 SW 47th Ave.

FT. Lauderdale Fl. 33314

ACKNOWLEDGMENT

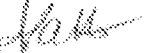
STATE OF FLORIDA

ss:

COUNTY OF BROWARD

On the 27 day of December 2019, before me personally appeared Peter Dornay, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Starbrite Distribution, Inc., the Buyer identified above, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

My Commission Expires: May 23, 2022

Notary Public: 
Printed Name: Ileana Valle



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