

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAB-Pro, LLC		05/04/2020	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Water-Jel Technologies, L.L.C.		
Street Address:	50 Broad Street		
City:	Carlstadt		
State/Country:	NEW JERSEY		
Postal Code:	07072		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1572718	COPOLYWAX	
Registration Number:	1511268	TAB-PRO	
Registration Number:	1460349	TAB-PRO	
Registration Number:	0936905	ABSORB-TAB	
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:	3125585600		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Mary Katherine Kulback, Winston & Strawn		
Address Line 1:	35 W. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Mary Katherine Kulback		
SIGNATURE:	/Mary Katherine Kulback/		
DATE SIGNED:	05/15/2020		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is entered into as of May 4, 2020 (this "Assignment Agreement"), by and between Water-Jel Technologies, L.L.C., a New Jersey limited liability company ("Buyer"), and TAB-Pro, LLC, a New Jersey limited liability company ("Assignor").

A. Buyer, Assignor and certain other parties thereto have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, assignment, conveyance, transfer and delivery by Assignor to Buyer of all of Assignor's rights, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement);

B. The execution and delivery of this Assignment Agreement is required pursuant to the Purchase Agreement; and

C. Assignor is willing to assign to Buyer all rights it may have in and to all Intellectual Property related to or used in the Business on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Buyer, Assignor and Buyer agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, conveys, transfers, and delivers to Buyer, its successors and assigns, all of Assignor's worldwide right, title and interest in and to all work and all Seller Intellectual Property, including without limitation all worldwide right, title and interest in and to:

(a) utility patents, utility model patents, design patents and industrial designs and inventors' certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (the "Patents");

(b) trademarks, service marks, certification marks, trade dress, trade names and logos, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, including the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit A (the "Trademarks"), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress confusingly similar to any of the foregoing;

(c) works of authorship, copyrights and design rights, mask works, all Software, databases, associated data and related documentation, and all rights therein, and databases, including the copyrights, mask works and registrations and applications therefor identified in Exhibit A (the "Copyrights"), all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) ideas, inventions, invention disclosures, improvements, algorithms, data, technology, specifications, designs, drawings, images, samples, proprietary information, trade secrets, know-how, compositions, formulas, methods, processes, manufacturing techniques, customer lists, supplier lists and financial information, including the trade secrets identified in Exhibit A;

(e) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing (collectively, the "Transferred Intellectual Property"), the same to be held and enjoyed by Buyer, its successors and assigns;

(f) all of Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Transferred Intellectual Property in the name of Buyer, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Transferred Intellectual Property, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Transferred Intellectual Property, and all rights corresponding thereto throughout the world for the Transferred Intellectual Property rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the corresponding entities, agencies or registrars in the United States or any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Buyer and to record Buyer as owner of the Patents, Trademarks and Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide Buyer, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by Buyer to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid Buyer or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Transferred Intellectual Property in all jurisdictions and to record Buyer as owner of the Transferred Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Buyer in transferring all domain names that are Transferred Intellectual Property, including as applicable, placing each of the domain names in "unlocked" status and provide Buyer the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Buyer. Assignor shall not assert any right, title or interest in or to any of the Transferred Intellectual Property and shall not use any of the Transferred Intellectual Property except as may be expressly authorized by Buyer in writing.

5. Amendment; Benefit and Assignability. This Agreement may be amended only by the execution and delivery of a written instrument by or on behalf of Assignor and Buyer. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns, and no other person or entity will have any right (whether third party beneficiary or otherwise) hereunder. This Agreement may not be assigned by either party without the prior written consent of the

other party; provided that Buyer may, without the prior written consent of Assignor, at any time after Closing, assign its rights, interests and obligations under this Agreement, in whole or in part, (a) to any subsequent purchaser of Buyer, as applicable, or any portion of its assets or business (whether such sale is structured as a sale of stock, a sale of assets, a merger or otherwise), (b) for collateral security purposes to any lender providing financing to Buyer and all extensions, renewals, replacements, refinancings and refundings thereof in whole or in part, or (c) to any of Buyer's Affiliates.

6. No Third Party Beneficiaries. This Agreement will not confer any rights upon any Person other than the parties and their respective successors and assigns.

7. Governing Law. This Agreement is to be construed and governed by the laws of the State of Delaware, without giving effect to the conflict or choice of law provisions thereof that would give rise to the application of the domestic substantive law of any other jurisdiction.

8. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Copies of signatures transmitted by facsimile or electronic means will be deemed to be originals.

9. No Waiver. No waiver by any party of any default by any other will be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver will be taken or held to be a waiver by such party of any other preceding or subsequent default.

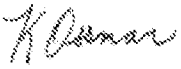
10. Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, the sale, assignment, conveyance, transfer and delivery effectuated hereby are subject in all respects to the terms and conditions of the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the date first written above.

BUYER:

WATER-JEL TECHNOLOGIES, L.L.C.

By: 

Name: Kathleen Ossman
Title: Secretary and Vice President

ASSIGNOR:

TAB-PRO, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the date first written above.

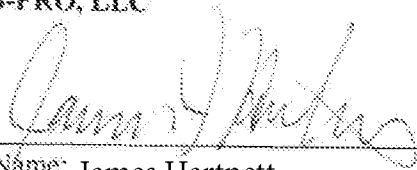
BUYER:

WATER-JEL TECHNOLOGIES, L.L.C.

By: _____
Name:
Title:

ASSIGNOR:

TAB-PRO, LLC

By:  _____
Name: James Hartnett
Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

EXHIBIT A
Intellectual Property

Patents:

None.

Trademarks:

Trademark Applications and Registrations:

	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
1.	73797902	1572718	COPOLYWAX
2.	73713950	1511268	TAB-PRO
3.	73644577	1460349	TAB-PRO
4.	72387867	0936905	ABSORB-TAB

Common Law Trademarks:

None.

Domain Names:

www.tabletingpro.com

Social Media Accounts:

None.

Copyrights:

Copyright Applications and Registrations:

None.

Software:

None.

Trade Secrets:

None.