

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sweep Acquisition Company		07/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SLG Chemicals, Inc.		
Street Address:	8400 E Crescent Parkway, Suite 450		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3615752	DRYEL	
Registration Number:	2186197	DRYEL	
Registration Number:	3801082	DRYEL 3-IN-1 TOUCH-UP SPRAY	
Registration Number:	3808085	DRYEL ON THE GO	
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:	3032452094		
Email:	docket@hollandhart.com		
Correspondent Name:	Jeffrey D. Larson		
Address Line 1:	1800 Broadway suite 300		
Address Line 2:	TM Docketing		
Address Line 4:	Boulder, COLORADO 80302		
ATTORNEY DOCKET NUMBER:	19796.0800 - DRYEL		
NAME OF SUBMITTER:	Jeffrey D. Larson		
SIGNATURE:	/Jeffrey D. Larson/		
DATE SIGNED:	07/21/2020		
Total Attachments: 5			

CH \$115.00 3615752

source=SLG_Sweep Trademark Assignment (Executed)14871549v4 (004)#page1.tif
source=SLG_Sweep Trademark Assignment (Executed)14871549v4 (004)#page2.tif
source=SLG_Sweep Trademark Assignment (Executed)14871549v4 (004)#page3.tif
source=SLG_Sweep Trademark Assignment (Executed)14871549v4 (004)#page4.tif
source=SLG_Sweep Trademark Assignment (Executed)14871549v4 (004)#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of July 1, 2020, is made by **SWEEP ACQUISITION COMPANY**, a Delaware corporation (“**Seller**”), in favor of **SLG CHEMICALS, INC.**, a Colorado corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller and CR Brands, Inc., a Delaware corporation, on the other hand, dated as of the date herewith (“**APA**”).

RECITALS

WHEREAS, Seller is the owner of the trademark registrations and trademark applications listed on the attached Schedule A hereto and all issuances, extensions, and renewals thereof (“**Assigned Trademarks**”); and

WHEREAS, in connection with the APA, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, among other assets, the Assigned Trademarks. The capitalized terms in this Trademark Assignment are as defined in the APA, unless expressly defined otherwise in this Trademark Assignment.

NOW, THEREFORE, for and in consideration of the above recitals, Ten U.S. Dollars (\$10.00 USD), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. Assignment. Effective as of the Closing Date, Seller hereby irrevocably sells, transfers, conveys, assigns, and delivers to Buyer and its successors and assigns, and Buyer hereby purchases and acquires from Seller, (a) all of Seller’s present and future right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law; (c) all rights to and claims for damages, restitution and injunctive relief for past, present and future infringement, dilution, misappropriation, unlawful imitation, misuse 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, all rights of priority and protection of interests therein under the Laws of any jurisdiction; and (d) all rights to receive all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, whether known or unknown, contingent or non-contingent.
2. Recordation. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer.

3. Further Assurances. Without limiting Seller's obligations pursuant to the APA, Seller acknowledges and agrees that, at any time and from time to time after the Closing, it will execute and deliver to Buyer such further conveyances, assignments or other written assurances as Buyer may reasonably request to perfect and protect Buyer's title to the Assigned Trademarks.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict or an apparent conflict between the provisions of this Trademark Assignment and the provisions of the APA, the provisions of the APA shall control.

5. Governing Law. This Trademark Assignment is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws. Each party hereto agrees that any claim relating to this Agreement shall be brought solely in the Delaware Court of Chancery, unless such court lacks jurisdiction, in which case any such claim shall be brought in the courts of the United States located in the State of Delaware, unless such court also lacks jurisdiction, in which case any such claim shall be brought in the Delaware Superior Court, and all objections to personal jurisdiction and venue in any Action so commenced are hereby expressly waived by all parties hereto. The parties waive personal service of any and all process on each of them and consent that all such service of process shall be made in the manner, to the party and at the address set forth in Section 13.4 of the APA, and service so made shall be complete as stated in such Section. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

7. Amendments; No Waivers. This Trademark Assignment may be amended or modified only by an instrument in writing duly executed by the parties hereto. Seller and Buyer may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto of the other party, or (c) waive compliance with any of the agreements of the other party or their own conditions precedent contained herein, to the extent permitted by applicable Law. Any agreement to any such extension or waiver will be valid only if set forth in a writing signed by the party waiving or extending the applicable provision.

8. Counterparts. This Trademark Assignment may be executed in separate counterparts (including by facsimile or .pdf format), each of which will be deemed an original but all of which will constitute but one instrument.

14871549_v2

[Signature page follows]

IN WITNESS WHEREOF, Buyer and Seller have caused this Trademark Assignment to be executed as of the day and year first above written.

SWEEP ACQUISITION COMPANY

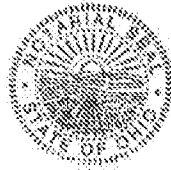
BY: A. Malachi Mixon IV
NAME: A. Malachi Mixon IV
TITLE: Secretary and Treasurer

ADDRESS:
c/o Resilience Capital Partners
25101 Chagrin Boulevard
Cleveland, Ohio 44122

ACKNOWLEDGEMENT

STATE OF Ohio :)
)SS.
COUNTY OF Cuyahoga :)

Subscribed and sworn to before me on this 1 day of July, 2020, by A. Malachi Mixon IV, proved to me on the basis of satisfactory evidence to be the person who appeared before me whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the foregoing instrument as an authorized representative of Sweep Acquisition Company, the Delaware corporation described in the instrument.




CHRISTINE M. SHOCK
NOTARY PUBLIC - STATE OF OHIO
My commission expires July 6, 2021

Christine M Shock
Notary Public

Name: Christine M Shock
Commission Expires: 7-6-2021

SCHEDULE A

Trademarks

MARK	Country	APPLN NO.	FILED	REGN NO.	REGN DATE
DRYEL 	United States of America	77582020	10/9/08	3615752	5/5/09
DRYEL	United States of America	74723381	8/31/95	2186197	9/1/98
DRYEL 3-IN-1 TOUCH-UP SPRAY	United States of America	77796651	8/4/09	3801082	6/8/10
DRYEL ON THE GO	United States of America	77698828	3/25/09	3808085	6/22/10
DRYEL	Australia	770713	8/20/1998	770713	8/20/1998
DRYEL	Bermuda	30771	6/18/1999	30771	7/19/2001
DRYEL	Bermuda	31122	10/14/1999	31122	5/21/2001
DRYEL	Canada	0792899	9/15/1995	TMA517077	9/27/1999
DRYEL	Canada	1350561	6/6/2007	TMA770688	6/25/2010
DRYEL & Icon Design (lined for color)	Canada	0858213	10/8/1997	TMA520824	12/21/1999
DRYEL (Stylized)	Canada	1704472	11/25/2014	TMA940371	6/9/2016
DRYEL	Cyprus	57135	7/24/2000	57135	7/24/2000
DRYEL	EUTM	000459156	4/1/1996	000459156	12/13/1999
DRYEL	Guyana	17483A	7/9/1999	17483A	5/1/2006
DRYEL	Israel	138761	6/8/2000	138761	6/5/2001
DRYEL	Israel	145589	1/9/2001	145589	11/12/2001
DRYEL	Mexico	1054989	12/16/2009	1207044	3/17/2011
DRYEL	Uganda	2475/1996	9/27/2000	23682	3/14/2001