

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Summers Laboratories, Inc.		08/03/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Jazz Holdco, Inc.		
Street Address:	7 East Frederick Place, Suite 100		
City:	Cedar Knolls		
State/Country:	NEW JERSEY		
Postal Code:	07927		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5722792	TRIPLE LOTION	
Registration Number:	5703947	TRIPLE SOAP	
Registration Number:	4050149	TRIPLE WASH	
Registration Number:	3309587	TRIPLE CREAM	
Registration Number:	2563388	TRIPLE PASTE	
Registration Number:	4626027		
Registration Number:	4872086		
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	96128-10020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		

CH \$190.00 5722792

DATE SIGNED:	08/03/2020
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”), effective as of August 3, 2020 (the “Effective Date”), is made by and between Summers Laboratories, Inc., a Pennsylvania corporation (“Assignor”), and Jazz Holdco, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated August 3, 2020 (the “Purchase Agreement”), by and among Assignor, Assignee, Advantice Health Holdings, LLC, a Delaware corporation, and Michael Precopio, an individual resident of Pennsylvania, pursuant to which Assignor acquired ownership rights in, among other things, the trademark registrations identified on Schedule A attached hereto (the “Marks”); and

WHEREAS, Assignor and Assignee now wish to memorialize the assignment of all of Assignor’s right, title and interest in and to the Marks to Assignee by this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, the parties hereto have agreed and do hereby agree as follows:

1. Assignor, on behalf of itself and its affiliates, hereby irrevocably and unconditionally sells, transfers, grants, and assigns to Assignee all of Assignor’s and its affiliates’ rights, title, and interest in and to the Marks, including the registrations and renewals thereof, all associated common law rights, the goodwill of the business symbolized thereby, the right to all royalties associated therewith, and the right to sue for and recover damages and profits for past, present, or future infringement thereof.

2. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national trademark offices. Assignor authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office and any other governmental officials to record and register this Agreement upon request by Assignee.

3. This Agreement and any dispute or claim arising out of, relating to or in connection with this Agreement shall be governed by and construed in accordance with, and the legal relations between the Parties shall be determined in accordance with, the laws of the State of Delaware, United States, without regard to any laws of the State of Delaware, United States, relating to conflict of laws.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement may be executed in multiple counterparts with the same effect as if all parties had executed the same original, and all such counterparts, when taken together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

Assignor

Summers Laboratories, Inc.

By: 

Name: Michael Precopio

Title: President

Dated: August 3, 2020

Assignee

Jazz Holdco, Inc.

By: _____

Name: Andrew B. Hochman

Title: Assistant Secretary

Dated: _____

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

Assignor

Summers Laboratories, Inc.

By: _____

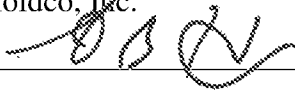
Name: Michael Precopio

Title: President

Dated: _____

Assignee

Jazz Holdco, Inc.

By:  _____

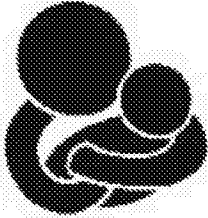
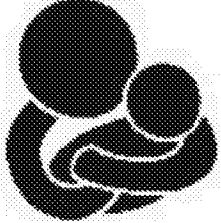
Name: Andrew B. Hochman

Title: Assistant Secretary

Dated: August 3, 2020

**Schedule A
Marks**

Trademark Registrations:

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Country
TRIPLE LOTION	87307130	1/19/2017	5722792	4/9/2019	US
TRIPLE SOAP	87415428	4/18/2017	5703947	3/19/2019	US
triple wash	85022821	4/26/2010	4050149	11/1/2011	US
TRIPLE CREAM	78842910	3/22/2006	3309587	10/9/2007	US
TRIPLE PASTE	76165914	11/9/2000	2563388	4/23/2002	US
	86043639	8/21/2013	4626027	10/21/2014	US
	86594033	4/10/2015	4872086	12/15/2015	US
TRIPLE CREAM	40-2012-0033290	5/23/2012	40-0963173	4/10/2013	South Korea