

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590162

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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 |
| High-Tech Conversions Inc. | | 07/31/2020 | Corporation: CONNECTICUT |
| RECEIVING PARTY DATA | | | |
| Name: | HT Acquisition, LLC | | |
| Street Address: | 1699 King Street | | |
| City: | Enfield | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06082 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3708130 | FRIENDLY GREEN | |
| 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: | (860)265-3388 | | |
| Email: | highteky7@gmail.com | | |
| Correspondent Name: | Claudio Orefice | | |
| Address Line 1: | 1699 King Street | | |
| Address Line 4: | Enfield, CONNECTICUT 06082 | | |
| NAME OF SUBMITTER: | Claudio Orefice | | |
| SIGNATURE: | /s/Claudio Orefice | | |
| DATE SIGNED: | 08/04/2020 | | |
| Total Attachments: 5 | | | |
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OP \$40.00 3708130

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this “Agreement”) is made and entered into as of July 31, 2020, by and between High-Tech Conversions Inc., a Connecticut corporation (the “Assignor”) and HT Acquisition, LLC, a Delaware limited liability company (the “Assignee”).

BACKGROUND

Assignor, Assignee, The Tranzonic Companies, an Ohio corporation and Claudio Orefice are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignee has purchased, among other assets of the Assignor, the Intellectual Property (as defined in the Purchase Agreement) of the Assignor related to the Business (as defined in the Purchase Agreement);

Pursuant to the Purchase Agreement, the Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of the Assignor, as set forth therein; and

This Agreement is contemplated by the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.
- 2. Assignment.** Effective as of the Closing Date, the Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all of the Assignor’s rights in the Intellectual Property included in the Acquired Assets (including, but not limited to, the Intellectual Property listed on Exhibit A hereto), together with the goodwill associated therewith, licenses and sublicenses granted or obtained with respect thereto (but only to the extent such licenses and sublicenses are transferable by the Assignor to the Assignee under the terms thereof without additional cost to the Assignor), and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the Laws of all jurisdictions, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.
- 3. Assumption.** Effective as of the Closing Date, the Assignee hereby assumes and shall discharge, pay and perform all obligations arising on or after the Closing Date under the Assignor’s Intellectual Property included in the Acquired Assets (including, but not limited to, the Intellectual Property listed on Exhibit A hereto), together with the goodwill associated therewith, licenses and sublicenses granted or obtained with respect thereto (but only to the extent such licenses and sublicenses are transferable by the Assignor to the Assignee under the terms thereof without additional cost to the Assignor)..
- 4. Terms of the Purchase Agreement.** The Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded and/or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Further Actions.

(a) The Assignor and Assignee hereby agree to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to, from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), secure the rights assigned hereby in Assignee and to obtain and/or transfer copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

(b) The Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use its commercially reasonable efforts to comply promptly with all other remaining steps necessary to transfer all domain names and social media accounts held by the Assignor or by third parties on its behalf, including, but not limited to the domain names and social media accounts set forth on Exhibit B hereto (the “Domain Names and Social Media Accounts”). Except as provided for herein, the Assignor represents and warrants that it has not deleted or transferred any of the Domain Names and Social Media Accounts and agrees that it will not otherwise delete or transfer any of the Domain Names and Social Media Accounts.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction.

7. Electronic Transmission; Counterparts. This Agreement may be executed by delivery of facsimile or electronic signatures in .pdf or similar format and may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

8. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or thereof, or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to affect the original intent of the parties.


9. Miscellaneous. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns and Assignor and Assignee may assign any of its rights hereunder to any person or entity.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNEE:

HT ACQUISITION, LLC

By:  _____

Name: Thomas Friedl

Title: President and Chief Executive Officer

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

TRADEMARK
REEL: 007014 FRAME: 0682

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

HIGH-TECH CONVERSIONS INC.

By: C. Orefice
Name: Claudio Orefice
Title: President

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

**TRADEMARK
REEL: 007014 FRAME: 0683**

EXHIBIT A

A) TRADEMARKS

1. Friendly Green, Registration #3708130, Registration date November 10, 2009

B) COPYRIGHTS

1. None.

C) PATENTS

1. None.

D) ASSUMED NAMES

1. High-Tech Conversions
2. grab eez
3. free sat
4. nova tech
5. vision wipes
6. ultimate wipes
7. synergy wipes
8. nova cot