

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM595837


SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/01/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microban Systems, Inc.		08/27/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Microban Products Company		
Street Address:	11400 Vanstory Drive		
City:	Huntersville		
State/Country:	NORTH CAROLINA		
Postal Code:	28078		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4954816	MICROBAN	
Registration Number:	1464213	MICROBAN	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	704-417-3126		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Susan S. Jackson		
Address Line 1:	301 S. College Street		
Address Line 2:	Suite 2300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	064630/09466		
NAME OF SUBMITTER:	Lauren G. Hunstad		
SIGNATURE:	/Lauren G. Hunstad/		
DATE SIGNED:	09/02/2020		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is effective *Nunc Pro Tunc* as of 1st day of June, 2020 (the "**Effective Date**"), by and between **Microban Systems, Inc.**, a Pennsylvania Corporation, with a principal place of business at 11400 Vanstory Drive Huntersville, North Carolina United States 28078 ("**Assignor**"), and **Microban Products Company**, a North Carolina corporation, with a principal place of 11400 Vanstory Drive Huntersville, North Carolina United States 28078 ("**Assignee**"). Assignor and Assignee are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

WHEREAS, Assignor is the owner of United States Trademark Registration No. 4,954,816 for the design mark MICROBAN  Microban and United States Trademark Registration No. 1,464,213 for the word mark MICROBAN, including all common law rights, (collectively, the "**Assigned Trademarks**"); and

WHEREAS, Assignee desires to acquire and Assignor is willing to assign all of Assignor's right, title and interest in, to and under the **Assigned Trademarks**.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. **Conveyance.** Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, its entire right, title and interest in, to and under (a) the **Assigned Trademarks**, including any and all goodwill associated therewith and symbolized thereby, and together with (b) the right to sue, recover, and retain damages and other remedies for any past, present, or future infringement or other unauthorized use of the **Assigned Trademarks** for any past, current, or future infringement of the **Assigned Trademarks** for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. **Recordation.** Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the **Assigned Trademarks**. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the **Assigned Trademarks**.

3. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by the Assignor and delivered to the Assignee.

5. **Interpretation.** The Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.

6. **Further Assurances.** Assignor hereby agrees that Assignor will from time to time, at Assignee's sole cost and expense, if reasonably requested by the Assignee or the successors or assigns of the Assignee, execute, acknowledge and deliver, or cause to be executed and delivered to Assignee or its successors or assigns such and all further acts, transfers, assignments, transfer documents, trademark office instruments and documents, powers of attorney, assurances of title and additional papers and instruments that may be necessary and reasonably requested to carry out the intent hereof and to vest in Assignee the entire right, title and interest of Assignor in and to the **Assigned Trademarks** and all goodwill or intangible benefits associated therewith whether in the United States or elsewhere in the world.

7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Microban Systems, Inc.

By: [Signature]

Printed Name: Rebecca Ortel

Title: Senior Corporate Counsel

Date: Aug 27, 2020

ASSIGNEE:

Microban Products Company

By: [Signature]

Printed Name: Rebecca Ortel

Title: Senior Corporate Counsel

Date: Aug 27, 2020