

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simplicity Products International Inc.		10/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ascent IP Holdings, LLC		
Street Address:	3018 S. Lakeridge Trail		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80302		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3490709	SIMPLICITY	
CORRESPONDENCE DATA			
Fax Number:	9704920003		
<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:	9704920000		
Email:	clanderson@crmiles.com		
Correspondent Name:	Cheryl L. Anderson		
Address Line 1:	CR MILES P.C.		
Address Line 2:	405 Mason Court, Suite 119		
Address Line 4:	Fort Collins, COLORADO 80524		
NAME OF SUBMITTER:	Cheryl L. Anderson		
SIGNATURE:	/Cheryl L. Anderson/		
DATE SIGNED:	10/12/2020		
Total Attachments: 7			
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Trademark Assignment Agreement

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into the 15th day of October, 2018, by and between Simplicity Products International, Inc. (aka Simplicity International, Inc. in the State of Colorado and Soapworks Company, Inc. in the State of California), a Delaware corporation (the "Assignor"), and Ascent IP Holdings, LLC, a Colorado limited liability company (the "Assignee").

RECITALS

WHEREAS, Assignor presently owns all right, title and interest in and to the Assigned Intellectual Property (as defined below); and

WHEREAS, Assignee desires to purchase the entire right, title and interest in and to the Assigned Intellectual Property.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration contained herein, Assignor and Assignee, intending to be legally bound, each agree as follows:

AGREEMENT

Article 1. Definitions

The following capitalized terms, as used in this Agreement, will have the respective meanings set forth below:

a. "Assigned Trademarks" means (i) the trademarks listed on Exhibit A hereto, (ii) the registrations and applications for registrations thereof, (iii) any and all common law trademarks owned by Assignor, and (iv) the goodwill connected with the use thereof and symbolized thereby.

b. "Assigned Agreements" means any and all active trademark licensing agreements with third-parties in which Assignor has licensed rights in the Assigned Trademarks for use by a third-party.

Article 2. Assignment

2.1. **Assignment.** Assignor hereby conveys, sells, transfers, and assigns to Assignee all of Assignor's right, title and interest throughout the world in and to (a) the Assigned Trademarks, (b) all income and royalties hereafter due or payable to Assignor with respect to the Assigned Trademarks, (c) all damages and payments for past or future infringements and misappropriations of the Assigned Trademarks, and (d) all rights to sue for past, present, and future infringements or misappropriations of the Assigned Trademarks, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States, based in whole or in part upon the Assigned Trademarks, and including any priority right that may have arisen from Assignor's use of the Assigned Trademarks and/or prior ownership of the registration for such Assigned Trademarks).

2.2. **License Agreements.** Assignor hereby conveys, sells, transfers, and assigns to Assignee all of Assignor's rights and obligations under the Assigned Agreements, and Assignee accepts such assignment and assumes and agrees to pay and perform, when due, all obligations under the Assigned Agreements.

2.3 **Quitclaim Disclaimer.** Assignee acknowledges and agrees that Assignee will not acquire any property, assets or rights of any kind or nature, real or personal, tangible or intangible, other than the

Seller's right, title and interest in and to the Assigned Trademarks that Assignor owns or controls. Assignor makes no representation or warranty of good title to the Assigned Trademarks, but quitclaims all of its right, title, and interest in and to the Assigned Trademarks to Assignee.

2.4. Authorization. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and any other comparable governmental authority or official throughout the world whose duty is to register and record ownership in trademark applications or trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Trademarks.

2.5. Further Assurances. Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles, and interests assigned to Assignee pursuant to this Agreement.

Article 3. **Payment**

In consideration of the Assignor's assignment of ownership, Assignee agrees to pay to Assignor in accordance with the terms set forth in the Plan of Complete Liquidation and Dissolution.

Article 4. **Disclaimer of Warranties**

ASSIGNEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, ASSIGNOR HAS MADE NO REPRESENTATION OR WARRANTY WHATSOEVER AND ASSIGNEE HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ASSIGNED INTELLECTUAL PROPERTY, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ASSIGNEE IS ACQUIRING THE ASSIGNED INTELLECTUAL PROPERTY ON AN "AS IS" BASIS WITH ALL FAULTS AND WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ENFORCEABILITY, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

Article 5. **Miscellaneous Provisions**

5.1. Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent will be null and void. This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

5.2. Amendments; Waivers. This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement will be binding unless set forth in a writing signed by the party granting the waiver. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

5.3. **Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the legality or validity of the remainder of the Agreement.

5.4. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

5.5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of portable document format files (".pdf" files) of signatures will be deemed original signatures and will be fully binding on the parties to the same extent as original signatures.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR:

Simplicity Products International, Inc.

By: Merrie Pisano Wycoff

Name: Merrie Pisano Wycoff
Title: President


ASSIGNEE:

Ascent IP Holdings, LLC

By: Merrie Pisano Wycoff

Name: Merrie Pisano Wycoff
Title: Member

Exhibit A
Assigned Trademarks

Mark (Disclaimers, if any)	Serial No./ Reg. No.	Status / Key Dates	Goods and Services	Owner
SIMPLICITY 	Serial No. 78980399 Reg. No. 3490709	LIVE Filing Date: 4/5/2006 Published for Opposition: 1/2/2007 Registration Date: 8/19/2008	IC 003. US 001 004 006 050 051 052. G & S: Cleaning products for household use, namely, Liquid laundry detergent, Liquid fabric softener, Fabric softener sheets, Liquid dish soap. FIRST USE: 20080300. FIRST USE IN COMMERCE: 20080300	Simplicity Products International, Inc.

Mark (Disclaimers, if any)	Serial No./ Reg. No.	Status / Key Dates	Goods and Services	Owner
	[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[Redacted] Disclaimers, if any)	Serial No./ Reg. No.	Status / Key Dates	Goods and Services	Owner
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]

Mark (Disclaimers, if any)	Serial No./ Reg. No.	Status / Key Dates	Goods and Services	Owner
