

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USES CORP.		01/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CLEAN CONCEPTS, INC		
Street Address:	265 Blue Jay Lane		
City:	Port Ludlow		
State/Country:	WASHINGTON		
Postal Code:	98365		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5633506	CC 925HD	
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>			
Email:	cdaniels@usesgroup.com		
Correspondent Name:	Chris Daniels		
Address Line 1:	14950 Heathrow Forest Parkway		
Address Line 2:	#470		
Address Line 4:	Houston, TEXAS 77032		
NAME OF SUBMITTER:	Brande Boyd		
SIGNATURE:	/Brande Boyd/		
DATE SIGNED:	01/06/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”), dated as of December 31, 2020, is entered into by and among **RAY MCCANNA**, an individual and resident of the State of Washington (“Seller”), **USES CORP.**, a Delaware corporation (“Buyer”), and **CLEAN CONCEPTS, INC.**, a Washington corporation (the “Company”).

RECITALS

WHEREAS, reference is made to that certain Stock Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and between Seller and Buyer which contemplates, in connection with the closing of the transactions contemplated thereby, the execution and delivery by Seller, Buyer, and the Company of this Trademark Assignment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Trademark Assignment and the Purchase Agreement, and for other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to the Company, and the Company hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on **Exhibit A** attached hereto and all issuances, extensions, and renewals thereof (collectively, 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 of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, 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.

2. Recordation and Further Actions. 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 or the Company. Following the date hereof, upon Buyer’s or the Company’s reasonable request, and at Buyer’s or the Company’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and the Company and their successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to the Company, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded 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.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

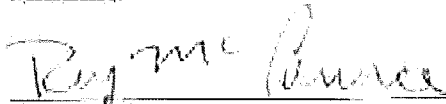
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Arbitration. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the application of any choice-of-law rules that would result in the application of another state's laws. Section 8.10 and Section 8.11 of the Purchase Agreement shall govern and apply to any disputes arising out of or relating to this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

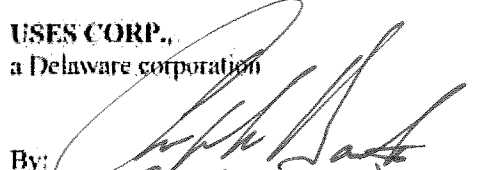
IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:


Ray McElanna

BUYER:

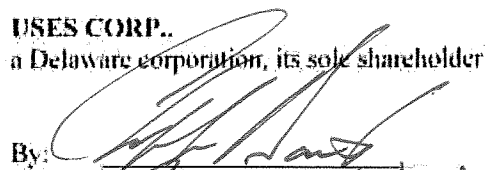
USES CORP.,
a Delaware corporation

By: 
Name: Christopher H. Davies
Its: CEO

COMPANY:

CLEAN CONCEPTS, INC.,
a Washington corporation

By: **USES CORP.,**
a Delaware corporation, its sole shareholder

By: 
Name: Christopher H. Davies
Its: CEO

[Signature Page to Trademark Assignment (CCI/USES)]

TRADEMARK
REEL: 007156 FRAME: 0262

EXHIBIT A

Assigned Trademarks

Trademark	Jurisdiction	Registration Number	Registration Date
CC 925HD	U.S.	5633506	December 18, 2018

56844440.v1