

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM622133

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Earthwise Bag Company, Inc.		12/23/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bunzl IP Holdings, LLC		
<b>Street Address:</b>	One CityPlace Drive, Suite 200		
<b>City:</b>	Creve Coeur		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63141		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4423437	BE WISE EARTHWISE	
<b>Registration Number:</b>	3283796	CHOOSE TO REUSE	
<b>Registration Number:</b>	5127827	EARTHWISE	
<b>Registration Number:</b>	5127770	EARTHWISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8169838080		
<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>			
<b>Phone:</b>	8169838000		
<b>Email:</b>	PTO-KC@huschblackwell.com		
<b>Correspondent Name:</b>	Husch Blackwell LLP		
<b>Address Line 1:</b>	4801 Main Street, Suite 1000		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64112		
<b>ATTORNEY DOCKET NUMBER:</b>	706584.1375		
<b>NAME OF SUBMITTER:</b>	Olivia Miller		
<b>SIGNATURE:</b>	/olivia miller/		
<b>DATE SIGNED:</b>	01/25/2021		
<b>Total Attachments: 3</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”) is made effective as of December 23, 2020 (the “Effective Date”) by and between Earthwise Bag Company, Inc., a California corporation, (“Assignor”) and Bunzl IP Holdings, LLC, a Virginia limited liability company (“Assignee”).

**WHEREAS**, Assignor is the owner of the right, title, and interest in and to the pending and registered trademarks listed in the attached Exhibit A (the “Trademarks”); and

**WHEREAS**, Assignor desires to assign to Assignee, and Assignee desires to acquire the right, title, and interest in and to the Trademarks, including any and all goodwill associated with the Trademarks.

**NOW, THEREFORE**, for valuable consideration of ten dollars (\$10.00) furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. Trademark Assignment. Assignor hereby assigns, transfers, sells, and conveys to Assignee any and all of its right, title, and interest in and to the Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. Assignor authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
2. Further Assurances. Assignor covenants, agrees, and undertakes to execute, wherever reasonably requested by the Assignee, all assignments, lawful oaths, and any other papers which Assignee may deem reasonably necessary for securing to Assignee or for maintaining for Assignee any and all of the Trademarks, all without further compensation to the Assignor.
3. Provision of Requested Information. Assignor agrees that it is hereby legally bound, upon request and at the expense of Assignee or its respective successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession relating to the Trademarks, and to testify in any legal proceeding relating thereto.
4. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney-in-fact, with full power of substitution in Assignor’s name and stead, but for Assignee’s benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge, and deliver any and all instruments and assurances necessary in order to vest the aforesaid Trademarks, and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks that may have accrued in Assignor’s favor up to the Effective Date. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.
5. Counterparts. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Facsimile signatures and signed executed pages sent as a PDF attachment to an e-mail shall be deemed originals for all purposes. This IP Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
6. Governing Law. This IP Assignment shall be construed in accordance with Missouri law without giving effect to the choice or conflicts of law provisions thereof. The parties agree that any legal

proceedings which arise under this IP Assignment shall be brought in the courts in the state of Missouri.

**IN WITNESS WHEREOF**, the parties have executed this IP Assignment by their authorized representatives as of the date first set forth above.

**ASSIGNOR:**  
**Earthwise Bag Company, Inc.**

By  \_\_\_\_\_

Name: Dan Lett

Title: Secretary

**ASSIGNEE:**  
**Bunzl IP Holdings, LLC**

By  \_\_\_\_\_

Name: Dan Lett

Title: Secretary

**Exhibit A**  
**Trademarks**

Country	Serial No.	Registration No.	Trademark	Status
United States	77/941,927	4,423,437	BE WISE EARTHWISE	REGISTERED
United States	78/751,794	3,283,796	CHOOSE TO REUSE	REGISTERED
United States	87/054,320	5,127,827	EARTHWISE	REGISTERED
United States	87/052,941	5,127,770	EARTHWISE & Design	REGISTERED