#### 900603615 03/19/2021

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM633232

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900596518	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lab Products, LLC		02/03/2021	Limited Liability Company: NEW JERSEY

### **RECEIVING PARTY DATA**

Name:	Hydropac, LLC		
Street Address:	1361 Brass Mill Road		
City:	Belcamp		
State/Country:	MARYLAND		
Postal Code:	21017		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	3030638	HYDROPAC	

### **CORRESPONDENCE DATA**

Fax Number: 2128066006

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.

Phone: (212)806-5400

Email: MVILLARIN@STROOCK.COM, jmann@stroock.com,

tm@stroock.com

STROOCK & STROOCK & LAVAN LLP **Correspondent Name:** 

Address Line 1: 180 MAIDEN LANE

Address Line 4: NEW YORK, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	364106/0001
NAME OF SUBMITTER:	Jeffrey Mann
SIGNATURE:	/Jeffrey Mann/
DATE SIGNED:	03/19/2021

### **Total Attachments: 5**

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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "<u>Agreement</u>") is made effective as of February 3, 2021 (the "<u>Effective Date</u>"), and is by and between Lab Products, LLC, a New Jersey limited liability company, having an address of 742 Sussex Avenue, Seaford, Delaware 19973 (the "<u>Assignor</u>"), and Hydropac, LLC, a Delaware limited liability company having an address of 1361 Brass Mill Road, Belcamp, Maryland 21017 (the "<u>Assignee</u>").

WHEREAS, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all right, title and interest in the trademarks set forth on <u>Schedule A</u> ("Trademarks") and the patent set forth on <u>Schedule B</u> ("Patent").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee does hereby acquire, and accept from Assignor, all right, title and interest in and to (a) the Patent and all divisionals, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof; (b) the Trademarks and all extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the same; (c) all rights of any kind whatsoever of Assignor, including any rights of priority accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (d) 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 (e) 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 to be held and enjoyed by Assignee, its successors, heirs, and assigns on and as of the Effective Date (the "Assigned Intellectual Property") as owner of the business to which the Assigned Intellectual Property relates.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and 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 Agreement upon request by Assignee. Upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its 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 necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to Assignor or from Assignor to Assignee, or any assignee or successor thereto.
- 3. Additional Rights. If and to the extent that, under or as a matter of any law in any jurisdiction, ownership, title, or any rights or interest in or to any Assigned Intellectual Property cannot be assigned, transferred or conveyed as provided in this Agreement, including, but not limited to, situations in which it is discovered that any of the Assigned Intellectual Property is not held in the name of the Assignor as of the Effective Date, Assignor agrees to make any additional assignment, conveyance, and transfer in or to any Assigned Intellectual Property to the fullest extent permissible for Assignee to receive the rights under this Agreement and the Purchase Agreement in and to all Assigned Intellectual Property.

- 4. <u>Amendment</u>. This Agreement may not be amended, supplemented or otherwise modified except in a written document signed by each party to be bound by the amendment and that identifies itself as an amendment to this Agreement.
- 5. Governing Law. All matters arising from or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Each Party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and state courts in Delaware.

[SIGNATURE PAGE FOLLOWS]

The Assignor and Assignee have executed this Agreement, each through its authorized representative, to be effective as of the Effective Date.

LAB PRODUCTS, LLC

By:

Name: Douglas Lohse

Title: Chief Executive Officer

HYDROPAC, LLC

By:

Name: Douglas Lohse Title: Chief Executive Officer

# SCHEDULE A

# **TRADEMARKS**

Mark	Country	Registration No.	Registration Date
HYDROPAC	US	3,030,638	13 Dec 2005
HYDROPAC	CANADA	785,797	22 Dec 2010
HYDROPAC	EUR	004143319	31 Mar 2006
HYDROPAC	JAPAN	5060154	06 Jul 2007
HYDROPAC	SWITZERLAND	531201	17 Mar 2005

# SCHEDULE B

# **PATENT**

Title	Country	Patent Number	Application Serial Number	Filing Date	Issue Date
FLUID	US	7,546,816	11/871,916	10/12/2007	06/16/2009
DELIVERY					
VALVE					
ADAPTER					

NY 78354316v1

**RECORDED: 02/11/2021**