

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Substrata LLC		03/12/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Marty IP Holding LLC		
Street Address:	7330 Eastgate Road		
Internal Address:	Suite 150		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89001		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5916162	SUBSTRATA	
Registration Number:	5916161	SUBSTRATA	
Registration Number:	5867639	INTERNATIONAL ENZYMES	
Registration Number:	5132992	FYRE ZYME	
Registration Number:	2573962	BACTO-ZYME	
Registration Number:	2331522	PERMA-ZYME	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	6023826000		
Email:	ipdocket@swlaw.com, rricks@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P. Ryan D. Ricks		
Address Line 1:	400 E. Van Buren Street		
Address Line 2:	One Arizona Center		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	75551.00001		
NAME OF SUBMITTER:	Ryan D. Ricks		

CH \$165.00 5916162

SIGNATURE:	/Ryan D. Ricks/
DATE SIGNED:	06/01/2021
Total Attachments: 4 source=MartyIPAssignment#page1.tif source=MartyIPAssignment#page2.tif source=MartyIPAssignment#page3.tif source=MartyIPAssignment#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“IP Assignment”), dated as of March 12, 2021, is entered into by and between Substrata LLC, a Nevada limited liability company (“Seller”), in favor of Marty IP Holding LLC, a Nevada Limited liability company (“Buyer”), the purchaser of certain assets of Seller pursuant to a Intellectual Property Purchase Agreement between Buyer and Seller, dated as of the date hereof (the “IP Purchase Agreement”).

WHEREAS, under the terms of the IP Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, Seller agrees 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 Buyer all of Seller's right, title, and interest in and to the following (the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the 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 Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the IP Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, and agreements contained in the IP 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 IP Purchase Agreement and the terms hereof, the terms of the IP Purchase Agreement shall govern.

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

5. Governing Law. This IP Assignment and all matters arising out of or relating to this IP Assignment, are governed by, and construed in accordance with, the laws of the State of Nevada, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Nevada.

6. Counterparts. This IP 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 IP Assignment delivered by 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 IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SUBSTRATA LLC,
a Nevada limited liability company

By: Royal Marty

Name: Royal Marty

Title: Manager

[Signature Page to IP Assignment]

SCHEDULE 1**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS****Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date
SUBSTRATA	US	5,916,162	11/19/2019
SUBSTRATA	US	5,916,161	11/19/2019
INTERNATIONAL ENZYMES	US	5,867,639	9/24/2019
FIRE ZYME	US	5,132,992	1/31/2017
BACTO-ZYME	US	2,573,962	5/28/2002
PERMA-ZYME	US	2,331,522	3/21/2000

Common Law Trademarks

SURFA-ZYME

HARVA-ZYME

PETRA-ZYME

PERMA-ZYME

BACTO-ZYME