

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM655307

<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>
Certol International, LLC		06/02/2021	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MicroCare, LLC		
<b>Street Address:</b>	595 John Downey Dr.		
<b>City:</b>	New Britain		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06051		
<b>Entity Type:</b>	Limited Liability Company: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76344578	CERTOL	
<b>Serial Number:</b>	73537547	PROCHEK	
<b>Serial Number:</b>	78765841	ACID MAGIC	
<b>Serial Number:</b>	77921226	BOAT MAGIC	
<b>Serial Number:</b>	74134113	VITAL DEFENSE	
<b>Serial Number:</b>	74466365	EXCELLE	
<b>Serial Number:</b>	76297376	V-CIDE	
<b>Serial Number:</b>	88248487	QEZ	
<b>Serial Number:</b>	73725294	PROTOUCH	
<b>Serial Number:</b>	73537549	PROVIEW	
<b>Serial Number:</b>	74465541	PRO TECTOR	
<b>Serial Number:</b>	78774426	REMOVER MAGIC	
<b>Serial Number:</b>	74466367	IODO-FIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033255001		
<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>	2033255049		
<b>Email:</b>	mholmes@fdh.com		
<b>TRADEMARK</b>			

OP \$340.00 76344578

**Correspondent Name:** Matthew Holmes  
**Address Line 1:** Six Landmark Square  
**Address Line 2:** Floor Six  
**Address Line 4:** Stamford, CONNECTICUT 06901

**NAME OF SUBMITTER:** Matthew Holmes

**SIGNATURE:** /Matthew Holmes/

**DATE SIGNED:** 06/22/2021

**Total Attachments: 6**

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## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective as of June 2, 2021 by and between MicroCare LLC, a Delaware limited liability company (the "Assignee"), and Certol International, LLC, a Colorado limited liability company (the "Assignor").

Simultaneously herewith, Assignor and Assignee are entering into that certain Asset Purchase Agreement, by and among Assignor, Assignee, Cassinis Management Corporation and Edward A. Cassinis;

Assignor possesses certain intellectual property which is set forth on Exhibit A hereto (the "Assigned Intellectual Property"); and

Assignor and Assignee desire that all of Assignor's respective rights, titles and interests in and to all Assigned Intellectual Property be assigned, transferred, conveyed and delivered to Assignee.

In consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

(a) Assignment. Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all right, title and interest in and to any and all Assigned Intellectual Property (including any and all common law rights associated with the Assigned Intellectual Property), together with the goodwill connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's use and benefit and for the use and benefit of Assignee's successors and assigns.

(b) Further Assurances. Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist Assignee, at such Assignee's request from time to time, to secure the rights assigned hereby and to obtain and/or transfer the Assigned Intellectual Property, and similar governmental grants confirming or enhancing said rights. Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

2. Miscellaneous.

(a) Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

(c) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof. Each of the Parties submits to the jurisdiction of any court in the State of Colorado in any action or proceeding arising out of or relating to this Agreement.

(e) Counterparts. This Agreement may be executed in one or more original or electronic counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNEE:

MICROCARE, LLC

By: Thomas L. Tattersall

Name: Thomas L. Tattersall

Title: Chief Executive Officer

ASSIGNOR:

CERTOL INTERNATIONAL, LLC

By: \_\_\_\_\_

Name: Edward A. Cassinis

Title: President

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.


ASSIGNEE:

MICROCARE, LLC

By: \_\_\_\_\_  
Name: Thomas L. Tattersall  
Title: Chief Executive Officer

ASSIGNOR:

CERTOL INTERNATIONAL, LLC

By:   
Name: Edward A. Cassinis  
Title: President

[Signature Page to IP Assignment Agreement]

**Exhibit A**  
**Assigned Intellectual Property**

Patents:

<b>Title</b>	<b>Patent Number</b>	<b>Publication Number</b>	<b>Publication Date</b>
Medical Kit and Dispenser for Medical Kits	10675120	20190083196	03/21/2019
Medical Kit and Dispenser for Medical Kits	10675119	20190083195	03/21/2019
Medical Kit and Dispenser for Medical Kits	10285774	20190083199	03/21/2019
Medical Kit and Dispenser for Medical Kits	16871289 (Application Number)	20200268478	08/27/2020

Trademarks:

<b>Country</b>	<b>Mark</b>	<b>Status</b>	<b>Serial Number</b>	<b>Registration Number</b>
United States	Certol	Renewed	76-344,578	2,787,175
United States	Prochek	Renewed	73-537,547	1,403,623
United States	Acid Magic	Renewed	78-765,841	3,198,420
United States	Boat Magic	Renewed	77-921,226	3,840,930
United States	Vital Defense	Renewed	74-134,113	1,735,571
United States	Excelle	Renewed	74-466,365	1,862,226
United States	V-Cide	Renewed	76-297,376	2,652,688
United States	QEZ	Registered	88-248,487	5,939,833
United States	Protouch	Renewed	73-725,294	1,550,037
United States	Proview	Renewed	73-537,549	1,372,343
United States	Pro Tector	Renewed	74-465,541	1,929,062
United States	Remover Magic	Cancelled	78-774,426	3,345,663
United States	Iodo-Five	Cancelled	74-466,367	1,911,028
Canada	Acid Magic	Registered	1175159	TMA664417
Canada	Aqua Acid Magic	Abandoned	1175158	TMA664628
Canada	Certol	Registered	1137753	TMA630720
Canada	V-Cide	Registered	1122779	TMA599762
China	Certol	Registered	23743141	23743141
China	Certol	Registered	23743140	23743140

Trade Names:

Trade Name	In Use	Status	Expiration
Cottrell, Ltd.	No	Effective	N/A
Mountain Green Eco-Cleaners, Inc.	No	Effective	N/A
Universal Chemicals and Supplies, Inc.	No	Effective	N/A
Cottrell International, LLC	No	Effective	N/A
Vital Defense Company	No	Effective	N/A

Domain Names:

ACIDMAGIC.CO  
ACIDMAGIC.COM  
ACIDMAGICADVANCEDFORUMLA.COM  
BOATMAGIC.CO  
CERTOL.CO  
CERTOL.COM  
VITALDEFENSE.COM

Social Media Accounts:

Facebook:

ACID Magic ([www.facebook.com/acidmagicusa](http://www.facebook.com/acidmagicusa))  
BOAT Magic ([www.facebook.com/boatmagic](http://www.facebook.com/boatmagic))  
Certol International ([www.facebook.com/CertolUSA](http://www.facebook.com/CertolUSA))

LinkedIn:

Certol International ([www.linkedin.com/company/certol-international](http://www.linkedin.com/company/certol-international))

Twitter:

ACID Magic ([www.twitter.com/AcidMagicUSA](http://www.twitter.com/AcidMagicUSA))  
BOAT Magic ([www.twitter.com/BoatMagicUSA](http://www.twitter.com/BoatMagicUSA))  
Certol International ([www.twitter.com/CertolUSA](http://www.twitter.com/CertolUSA))

Vimeo:

Certol International ([www.vimeo.com/user125550484](http://www.vimeo.com/user125550484))

You Tube:

Certol International ([www.youtube.com/channel/UCBW\\_O2IkxHHVF3WOGosNIMg](http://www.youtube.com/channel/UCBW_O2IkxHHVF3WOGosNIMg))