

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Henkel Corporation		06/01/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Thriving Brands LLC		
Street Address:	8170 Corporate Park Drive, Ste. 143		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4372559	ADVANCED DRY	
Registration Number:	4147721	AIR CONDITIONING EFFECT	
Registration Number:	6315762	ALPINE EDGE	
Registration Number:	3569997	ARCTIC REFRESH	
Registration Number:	5454768	BEST DRESSED COLLECTION	
Registration Number:	5238258	BRAVE THE DAY	
Registration Number:	6315763	CHILL FOREST	
Registration Number:	2458573	COOL PEAK	
Registration Number:	1094893	DRY IDEA	
Registration Number:	3871170	DRY IDEA ADVANCED DRY	
Registration Number:	2470541	FRESH BLAST	
Registration Number:	4716929	FRESH TECH	
Registration Number:	6315761	FROZEN RAIN	
Registration Number:	3366407	NEVER LET THEM SEE YOU SWEAT	
Registration Number:	5556960	OCEAN RUSH	
Registration Number:	2696741	POWER STRIPE	
Registration Number:	5758501	PURE COOL	
Registration Number:	3935737	RIGHT GUARD	
Registration Number:	5233614	RIGHT GUARD	

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Property Type	Number	Word Mark
Registration Number:	692546	RIGHT GUARD
Registration Number:	3703091	RIGHT GUARD XTREME CLEAR
Registration Number:	4744884	STRESS SHIELD
Registration Number:	4828592	TESTED TO THE XTREME PROVEN TO PERFORM
Registration Number:	4366019	XTREME COOLING
Registration Number:	5758524	XTREME DEFENSE
Registration Number:	4716880	XTREME DETECT
Registration Number:	4359283	XTREME FRESH
Registration Number:	4744902	XTREME HEAT SHIELD
Registration Number:	5210792	XTREME MAX POWER
Registration Number:	4952038	XTREME ODOR COMBAT

CORRESPONDENCE DATA

Fax Number:

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.

Email: annie.allison@haynesboone.com

Correspondent Name: S. Annie Allison

Address Line 1: 30 Rockefeller Plaza, 26th Floor

Address Line 4: New York, NEW YORK 10112

NAME OF SUBMITTER:	S. Annie Allison
SIGNATURE:	/S. Annie Allison/
DATE SIGNED:	08/27/2021

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Trademark Assignment**"), effective as of June 1, 2021 ("**Effective Date**"), is made by and between Henkel Corporation ("**Seller**"), in favor of Thriving Brands LLC ("**Buyer**"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and between Buyer on the one hand, and Seller on the other, dated as of June 1, 2021 (the "**Asset Purchase Agreement**").

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

NOW THEREFORE, the parties 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 Buyer, and Buyer 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 Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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. Following the date hereof, 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 Trademarks to Buyer, or any assignee or successor thereto in order to give full effect to the agreements between the parties, including, without limitation the Asset Purchase Agreement.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset 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 Trademarks. 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed electronically and 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 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. Any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be subject to the provisions of Section 10.9 of the Asset Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

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

HENKEL CORPORATION
Lauren Mandell
Senior Trademark Counsel

Lauren J Mandell

AGREED TO AND ACCEPTED:

HENKEL CORPORATION

By: *E. Westerberg*

Name: Eric Westerberg

Title: Head of Trademarks, North America

THRIVING BRANDS LLC

By: *Craig Cappozzo*

Name: Craig Cappozzo

Title: CEO Thriving Brands

SCHEDULE 1

Trademark Name	Country/Jurisdiction	Filing Date	Application Number	Reg. Date	Reg. No.	Applicant	Renewal Date
ADVANCED DRY	United States	2013.01.15	85/823279	2013.07.25	4372559	Henkel Corporation	2023.07.23
AIR ALPIN	Canada	2007.10.04	1366381	2009.11.05	TMA752388	Henkel Corporation	2024.11.05
AIR CONDITIONING EFFECT	United States	2011.04.11	85/292187	2012.05.22	4147721	Henkel Corporation	2022.05.22
ALPINE EDGE	United States	2017.11.29	87/700962	2020.04.06	6315762	Henkel Corporation	2026.04.06
ARCTIC REFRESH	Canada	2017.11.01	1865723	2019.08.29	TMA1051826	Henkel Corporation	2029.08.29
ARCTIC REFRESH	United States	2008.07.01	77/512302	2009.02.03	3569997	Henkel Corporation	2029.02.03
BEST DRESSED COLLECTION	United States	2017.03.07	87/361244	2018.04.24	5454768	Henkel Corporation	2028.04.24
BRAVE THE DAY	United States	2016.08.12	87/136534	2017.07.04	5238258	Henkel Corporation	2027.07.04
CHILL FOREST	United States	2020.10.13	90251549	2021.04.06	6315763	Henkel Corporation	2027.04.06
CHILL FOREST	Canada	2017.10.20	1863737	2019.07.24	1044299	Henkel Corporation	2029.07.24
CLINICAL COMPLETE	Canada	2008.07.25	1404885	2010.01.27	TMA758130	Henkel Corporation	2025.01.27
COOL PEAK	United States	1999.11.24	75/840335	2001.06.05	2458573	Henkel Corporation	2021.06.05
COOL SPRAY	Canada	2005.09.26	1273418	2007.11.09	790527	Henkel Corporation	2022.11.09
CRISP SUMMIT	Canada	2017.10.20	1863729	2019.07.03	TMA1035409	Henkel Corporation	2029.07.03
DERMA STRIPE	Canada	2003.10.22	1193577	2007.05.10	1193577	Henkel Corporation	2022.05.10
DRY IDEA	Canada	1996.01.12	801579	1997.07.14	478446	Henkel Corporation	2027.07.14
DRY IDEA	United States	1977.08.01	73/135934	1978.07.04	1094893	Henkel Corporation	2028.07.04
DRY IDEA ADVANCED DRY	Canada	2010.10.14	1499694	2011.11.25	TMA812695	Henkel Corporation	2026.11.25
DRY IDEA ADVANCED DRY	United States	2009.04.21	77/718903	2010.11.02	3871170	Henkel Corporation	11.04.2030
EXPLOSION FRAICHE	Canada	2007.10.24	1368959	2009.07.10	TMA743269	Henkel Corporation	2024.07.10
FRESH BLAST	Canada	1999.11.24	1037182	2002.11.28	571382	Henkel Corporation	2032.11.28
FRESH BLAST	United States	1999.11.24	75/840338	2001.07.17	2470541	Henkel Corporation	2021.07.17
FRESH TECH	United States	2013.01.29	85/835540	2015.04.07	4716929	Henkel Corporation	2025.04.07
FROZEN RAIN	United States	2020.10.13	90251469	2021.01.19	6315761	Henkel Corporation	2027.04.06
FROZEN RAIN	Canada	2017.10.24	1864480	2019.07.03	TMA1035538	Henkel Corporation	2029.07.03
NE LAISSEZ PERSONNE VOUS FAIRE SUER	Canada	2008.02.27	1385160	2013.08.16	TMA857884	Henkel Corporation	2028.08.16
NEVER GET CAUGHT OFF	Canada	2008.12.17	1422200	2011.03.23	TMA793742	Henkel Corporation	2026.03.23

Trademark Name	Country/Jurisdiction	Filing Date	Application Number	Reg. Date	Reg. No.	Applicant	Renewal Date
GUARD							
NEVER LET THEM SEE YOU SWEAT	Canada	2008.02.27	1385159	2012.02.22	TMA818135	Henkel Corporation	2027.02.22
NEVER LET THEM SEE YOU SWEAT	United States	2006.10.20	77/025,744	2008.01.08	3366407	Henkel Corporation	2028.01.08
OCEAN RUSH	Canada	2017.10.26	1864722	2019.07.16	TMA1041536	Henkel Corporation	2029.07.16
OCEAN RUSH	United States	2017.09.18	87/611,740	2018.09.04	5556960	Henkel Corporation	2028.09.04
POWER STRIPE	United States	2001.08.06	78/077,728	2003.03.11	2696741	Henkel Corporation	2023.03.11
PURE COOL	Canada	2017.10.20	1863769	2019.07.03	1035412	Henkel Corporation	2029.07.03
PURE COOL	United States	2017.10.17	87/648,584	2019.05.21	5758501	Henkel Corporation	2029.05.21
RGX	Canada	2006.16.06	1305716	2009.07.02	TMA742921	Henkel Corporation	2024.07.02
RGX X & DESIGN	Canada	2006.08.31	1315029	2009.06.10	TMA741788	Henkel Corporation	2024.06.10
RIGHT GUARD	Canada	2000.01.20	1043501(1)	2002.04.23	560585	Henkel Corporation	2032.04.23
RIGHT GUARD	United States	2010.02.22	77/981,433	2011.03.22	3935737	Henkel Corporation	2031.03.22
RIGHT GUARD	United States	2016.04.13	86/973,974	2017.06.27	5233614	Henkel Corporation	2027.06.27
RIGHT GUARD	United States	1995.02.02	72/066,877	1960.02.02	692546	Henkel Corporation	2030.02.02
RIGHT GUARD SPORT FRESH	Canada	2020.05.15	2028652			Henkel Corporation	
RIGHT GUARD SPORT MAX	Canada	2006.11.13	1326326	2009.12.03	TMA754457	Henkel Corporation	2024.12.03
RIGHT GUARD SPORT ORIGINAL	Canada	2020.05.15	2028645			Henkel Corporation	
RIGHT GUARD TOTAL DEFENSE	Canada	2009.09.16	1451997	2010.10.01	TMA778759	Henkel Corporation	2025.10.01
RIGHT GUARD XTREME	Canada	2012.08.14	1590032	2014.05.09	TMA877571	Henkel Corporation	2029.05.09
RIGHT GUARD XTREME CLEAR	United States	2008.08.26	77/556,338	2009.10.27	3703091	Henkel Corporation	2029.10.27
STAINCLEAR	Canada	2013.08.06	1638320	2014.12.29	TMA893070	Henkel Corporation	2029.12.29
STEALTHSOLID	Canada	2007.05.16	1347683	2009.09.01	TMA746719	Henkel Corporation	2024.09.01
STRESS SHIELD	Canada	2015.10.16	1750837	2017.05.03	TMA969876	Henkel Corporation	2032.05.03
STRESS SHIELD	United States	2014.03.20	86/227,518	2015.05.26	4744884	Henkel Corporation	2025.05.26

Trademark Name	Country/Jurisdiction	Filing date	Applicant number	Reg. Date	Reg. No.	Applicant	Renewal Date
STUNNER	Canada	2016.11.08	1808572	2018.05.25	TMA997431	Henkel Corporation	2033.05.25
TESTED TO THE XTREME PROVEN TO PERFORM	United States	2014.09.15	86/395079	2015.10.06	4828592	Henkel Corporation	2025.10.06
TOTAL DEFENSE 5 & Design	Canada	2011.09.14	1543463	2013.07.08	TMA854670	Henkel Corporation	2028.07.08
UPGRADE YOUR DEFENSE	Canada	2010.01.05	1464707	2012.05.24	TMA824720	Henkel Corporation	2027.05.24
XTREME CLEAR	Canada	2013.08.08	1638727	2014.12.29	TMA893069	Henkel Corporation	2029.12.29
XTREME COOLING	United States	2012.08.20	85/707770	2013.07.09	4366019	Henkel Corporation	2023.07.09
XTREME DEFENSE	Canada	2017.11.01	1865749	2019.07.04	TMA1035696	Henkel Corporation	2029.07.04
XTREME DEFENSE	United States	2017.10.31	87/665784	2019.05.21	5758524	Henkel Corporation	2029.05.21
XTREME DEFENSE 5	Canada	2015.10.29	1752618	2016.12.06	TMA957237	Henkel Corporation	2031.12.06
XTREME DETECT	United States	2012.11.27	85/788034	2015.04.07	4716880	Henkel Corporation	2025.04.07
XTREME DRY	Canada	2012.09.17	1594492	2014.01.13	TMA868870	Henkel Corporation	2029.01.13
XTREME FRESH	Canada	2012.09.17	1594491	2014.01.13	TMA868869	Henkel Corporation	2029.01.13
XTREME FRESH	United States	2012.08.20	85/707769	2013.06.25	4359283	Henkel Corporation	2023.06.25
XTREME HEAT SHIELD	Canada	2014.08.05	1688185	2016.04.04	TMA933431	Henkel Corporation	2031.04.04
XTREME HEAT SHIELD	United States	2014.03.25	86/230922	2015.05.26	4744902	Henkel Corporation	2025.05.26
XTREME MAX POWER	Canada	2016.05.11	1781816	2017.08.03	TMA977545	Henkel Corporation	2032.08.03
XTREME MAX POWER	United States	2016.05.10	87/031721	2017.05.23	5210792	Henkel Corporation	2027.05.23
XTREME ODOR COMBAT	United States	2014.07.14	86/336140	2016.05.03	4952038	Henkel Corporation	2026.05.03
XTREME ODOUR COMBAT	Canada	2015.07.08	1736298	2016.09.29	TMA950925	Henkel Corporation	2031.09.29