

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Larry Koskan		11/02/2021	INDIVIDUAL: UNITED STATES
Global Green Products L.L.C.		11/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dober Chemical Corp.		
Street Address:	11230 Katherine's Crossing		
Internal Address:	#100		
City:	Woodridge		
State/Country:	ILLINOIS		
Postal Code:	60517		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4510864	SCALE-TEK	
Registration Number:	4646291	FRACK-TEK	
Registration Number:	4646294	OIL-TEK	
Registration Number:	4646292	WATER-TEK	
Registration Number:	4646293	AG-TEK	
CORRESPONDENCE DATA			
Fax Number:	6082832275		
<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:	608-283-0132		
Email:	kateelin@michaelbest.com		
Correspondent Name:	Kelly Teelin		
Address Line 1:	Michael Best & Friedrich LLP		
Address Line 2:	Ste. 700		
Address Line 4:	Madison, WI 53703, WISCONSIN 53703		
NAME OF SUBMITTER:	Kelly Teelin		
SIGNATURE:	/s/ Kelly Teelin		

OP \$140.00 4510864

DATE SIGNED:

11/30/2021

Total Attachments: 11

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (“Assignment”) is made effective as of the 2nd day of November, 2021 (“Effective Date”), by GLOBAL GREEN PRODUCTS L.L.C., a Delaware limited liability company corporation (“Global Green”), and LARRY KOSKAN, an adult resident of the State of Illinois, a member and the manager of Global Green (“Koskan”) (Global Green and Koskan shall be collectively referred to herein as “Assignor”), to and for the benefit of DOBER CHEMICAL CORP., an Illinois corporation (“Assignee”). Assignor and Assignee may be referred to in this Assignment individually as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated November 2, 2021 (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, assign, and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, the Intellectual Property of Assignor.

NOW, THEREFORE, in consideration of the foregoing recital, which is incorporated into this Assignment by reference, the mutual representations, covenants, and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. All capitalized terms used in this Assignment and not otherwise defined herein shall have the meaning given such terms in the Purchase Agreement.

2. Assignor hereby fully and irrevocably assigns and transfers to Assignee all right, title and interest in and to the Intellectual Property of Assignor relating to the GGP Water Business, including, without limitation, those assets described at Section 2.1(d) of the Purchase Agreement, and listed in the attached **Schedule 1, Schedule 1-A** and **Schedule 1-B**, whether or not registrable under trademark, patent, copyright or similar laws, and whether or not reduced to writing or stored in data format, and all know-how, trade secrets, confidential information, software, technical information, data, processes, technology, plans, drawings and goodwill associated with the Intellectual Property, and also including all claims and causes of action against third parties relating to the Intellectual Property, such as rights to sue and recover damages for infringement, whether choate or inchoate, known or unknown, contingent or non-contingent.

3. Assignor hereby agrees to promptly execute and deliver to Assignee any written agreements or instruments, and perform any other acts, at Assignee’s expense, which Assignee deems necessary to evidence the assignment of the Intellectual Property Assignee and/or to preserve Assignee’s rights, title and interest in any of the Intellectual Property. This shall include all filings with any governmental body or third party related to the Intellectual Property, and the registration or other protection and use thereof, including, without limitation applications for any United States or foreign copyright, trademark, patent or domain name registrations covering the Intellectual Property.

4. Assignor hereby waives and releases any and all rights under or to the Intellectual Property and assigns the same to Assignee.

5. This Assignment is subject, in all respects, to the terms and conditions of the Purchase Agreement and all representations, warranties, covenants, and agreements contained therein, all of which shall survive the execution and delivery of this Assignment as provided for in the Purchase Agreement. Nothing contained in this Assignment shall supersede or change any of the obligations, agreements, provisions, covenants, warranties or representations of Assignee or Assignor in the Purchase Agreement.

In the event of any conflict between this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

6. All notices provided for herein shall be in writing and served in accordance with and governed by Section 12.6 of the Purchase Agreement.

7. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, legal representatives, and permitted assigns. No Person or entity other than the Parties and their respective successors, legal representatives, and permitted assigns is or shall be entitled to bring any action to enforce any provisions of this Agreement against any of the Parties.


8. This Agreement may not be modified, amended, or supplemented, and no obligation hereunder may be waived or released, except pursuant to a written instrument signed by the Parties.

9. This Agreement is being delivered in and shall be deemed to be a contract governed by the laws of the State of Illinois and shall be interpreted and the rights and obligations of the Parties hereunder enforced in accordance with the internal laws of that state without regard to the principles of conflicts of laws.


IN WITNESS WHEREOF, Assignor has executed this Assignment of Intellectual Property dated as of the Effective Date.

ASSIGNOR:

GLOBAL GREEN PRODUCTS L.L.C.

By: 
Larry Koskan, its sole Manager

KOSKAN:


Larry Koskan, in his individual capacity