

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699441

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900654851

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAREFREE ENZYMES, INC.		10/29/2021	Corporation: WISCONSIN
NATURES ENZYMES LLC		10/29/2021	Limited Liability Company: WISCONSIN
Patrick Haley		10/29/2021	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	KALP BIOTECH, LLC
Street Address:	23705 Durand Avenue
City:	Kansasville
State/Country:	WISCONSIN
Postal Code:	53139
Entity Type:	Limited Liability Company: WISCONSIN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	90711621	BIRDBATH PROTECTOR
Serial Number:	76719861	MOSQUITO FREE WATER
Serial Number:	90417080	DOG PROTECTOR
Serial Number:	90417043	HUMMINGBIRD BEE REPELLENT
Serial Number:	76720388	POULTRY PROTECTOR
Serial Number:	77589411	CARE FREE ENZYMES
Serial Number:	90854826	FRESH CUTS FOR A LONG LASTING TREE AS FR
Serial Number:	87790019	NATURE'S ENZYMES

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: tadmin@reinhardtllaw.com

Correspondent Name: Daniel E. Kattman

Address Line 1: 1000 N. Water Street

Address Line 2: Suite 1700

TRADEMARK

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER: Heidi R. Thole

SIGNATURE: /hrt/

DATE SIGNED: 01/04/2022

Total Attachments: 7

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "**Assignment Agreement**"), dated as of October 29, 2021 (the "**Effective Date**"), is made by CAREFREE ENZYMES, INC., a Wisconsin corporation ("Carefree") with an address at 23705 Durand Avenue, Kansasville, Wisconsin 53139 ("**Carefree**") NATURES ENZYMES LLC, a Wisconsin limited liability company ("**Natures**", Natures and Carefree shall be collectively referred to as the "**Sellers**", or each individually as a "**Seller**"), and PATRICK HALEY ("**Owner**"), in favor of KALP BIOTECH, LLC, a Wisconsin limited liability company with an address at 23705 Durand Avenue, Kansasville, Wisconsin 53139 ("**Buyer**").

RECITALS

WHEREAS, the Sellers and the Owner have entered into an asset purchase agreement with the Buyer dated as of the Effective Date (the "**Asset Purchase Agreement**"), whereby the Sellers and Owner agreed to sell to Buyer, and Buyer agreed to purchase from Sellers and Owner, various assets, including without limitation the trademarks set forth on Schedule A attached hereto (the "**Assigned Trademarks**").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers and Owner have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of the Sellers and Owner;

NOW THEREFORE, the parties agree as follows:

ASSIGNMENT

In consideration of the recitals and the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Owner agree as follows:

1. **Trademark Assignment.** Sellers and Owner hereby irrevocably grant, convey, transfer, and assign to Buyer all of Sellers' and Owner's rights, title, and interest in and to the following:

(a) All of Sellers' and Owner's rights, title, and interest in and to the Assigned Trademarks, including all common law rights, trademark registrations, and trademark applications and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) All rights of any kind whatsoever of Sellers and Owner accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world in and to the Assigned Trademarks;

(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. Domain Name Assignment. Sellers and Owner hereby sell, grant, assign, transfer, and deliver to Buyer, all of their rights, title and interest in and to the registrations of the domain names identified in Schedule B (each a "**Domain Name**", collectively, the "**Domain Names**") and any associated intellectual property rights, free and clear of any liens, security interests and other encumbrances. Simultaneously with the execution and delivery of this Assignment Agreement, and no later than three (3) business days after execution of this Assignment Agreement, the Sellers and Owner will complete the documents and actions required by the applicable registrars, or provide Buyer with access and necessary passwords to the records for the Domain Names, and cooperate in all necessary communications with the registrars to transfer the Domain Names to Buyer and/or to change servers and/or to change the administrative and technical contacts with respect to the Domain Names to individuals specified by Buyer (the "**Transfer**"). If the expiry date of a Domain Name occurs within one month of the Effective Date, Sellers and Owner shall, at Sellers and Owner expense, before or concurrently with initiating the Transfer, renew the Domain Name for a period of not less than one year. From time to time and at any time, at the Buyer's request, and without further consideration, the Sellers and Owner shall execute and deliver such further documents of assignment and transfer necessary to transfer all right, title and interest in the Domain Names. Without limiting the foregoing, Sellers and Owner will take all steps required to promptly transfer ownership of the Domain Names on the registrar's records.

3. Recordation and Further Actions. Sellers and Owner hereby authorize 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 Assignment Agreement upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Sellers and Owner 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks and Domain Name to Buyer, or any assignee or successor thereto.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment Agreement is entered into pursuant to the Asset Purchase Agreement. 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.

5. Amendments and Waiver. This Assignment Agreement may be amended only by a written instrument executed by the parties or their respective successors or permitted assigns. The failure of any party hereto to enforce any of the provisions of this Assignment Agreement does not constitute a waiver of any such provision, nor in any way affect the validity of this

Assignment Agreement or any part hereof or the right of such party to thereafter to enforce each and every such provision.

6. Severability. If any provision of this Assignment Agreement (or any portion hereof) or the application of any such provision (or any portion thereof) shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof (or the remaining portion thereof).

7. Counterparts. This Assignment Agreement 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 Assignment Agreement delivered by facsimile, 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 Assignment Agreement.


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

9. Miscellaneous. This Assignment Agreement is made free and clear of all security interests, liens, encumbrances, claims, or interests of any nature. This Assignment Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment Agreement shall be governed construed in accordance with the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule. This Assignment Agreement shall be binding upon Sellers and Owner and their successors and assigns and inure to the benefit of Buyer and its successors and assigns.

[Signature page follows.]

FOR: CAREFREE ENZYMES, INC.
("CAREFREE")

Executed this 18 day of Oct, 2021

By: 
Patrick Haley, President

FOR: NATURES ENZYMES LLC
("NATURES")

Executed this 18 day of Oct, 2021

By: 
Patrick Haley, Manager

FOR: PATRICK HALEY
("OWNER")

Executed this 18 day of Oct, 2021

Signature: 

FOR: KALP BIOTECH, LLC
("BUYER")

Executed this _____ day of _____, 2021

By: _____
Chris Martin, Member

[Signature page to Trademark Assignment]

FOR: CAREFREE ENZYMES, INC.
("CAREFREE")

Executed this _____ day of _____, 2021

By: _____
Patrick Haley, President

FOR: NATURES ENZYMES LLC
("NATURES")

Executed this _____ day of _____, 2021

By: _____
Patrick Haley, Manager

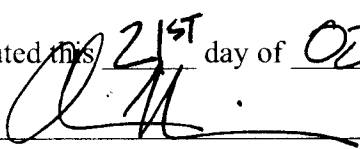
FOR: PATRICK HALEY
("OWNER")

Executed this _____ day of _____, 2021

Signature: _____

FOR: KALP BIOTECH, LLC
("BUYER")

Executed this 21ST day of October, 2021

By:  _____
Chris Martin, Member

[Signature page to Trademark Assignment]

SCHEDULE A

Assigned Trademarks

United States

Mark	Registration Date	Serial Number	Registration Number
Birdbath Protector	N/A	90711621	N/A
Mosquito Free Water	8/11/2020	76719861	6121006
Dog Protector	N/A	90417080	N/A
Hummingbird Bee Repellent	N/A	90417043	N/A
Poultry Protector	2/12/2019	76720388	5671848
Care Free Enzymes (Logo)	5/12/2009	77589411	3619336
Fresh Cuts for a long lasting tree as fresh as the day you took it home	N/A	90854826	N/A
Nature's Enzymes	N/A	87790019	N/A

United Kingdom

Mark	Designation Date	Trademark Number
Care Free Enzymes (Logo)	7/24/17	WO0000001371374

Schedule B
Assigned Domain Names

<u>Domain Name</u>	<u>Registrar</u>	<u>Expiry Date</u>
Carefreeenzymes.com	Wild West Domains, LLC	08/03/2022
Naturesenzymes.com	DREAMHOST, LLC	05/08/2022