

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698748

<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>
SLG Chemicals, Inc.		12/23/2021	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Iron Out, Inc. dba Summit Brands		
<b>Street Address:</b>	6714 Pointe Inverness Way		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Fort Wayne		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46804		
<b>Entity Type:</b>	Corporation: INDIANA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2186197	DRYEL	
<b>Registration Number:</b>	3615752	DRYEL	
<b>Registration Number:</b>	3808085	DRYEL ON THE GO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5742371125		
<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>	5742371165		
<b>Email:</b>	michelle.horvath@btlaw.com		
<b>Correspondent Name:</b>	Barnes & Thornburg LLP (SB)		
<b>Address Line 1:</b>	201 South Main Street		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	South Bend, INDIANA 46601		
<b>ATTORNEY DOCKET NUMBER:</b>	46774-57455		
<b>NAME OF SUBMITTER:</b>	Michelle LW Horvath		
<b>SIGNATURE:</b>	/Michelle LW Horvath/		
<b>DATE SIGNED:</b>	12/30/2021		
<b>Total Attachments: 6</b>			

OP \$90.00 2186197

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of December 23, 2021, is made by SLG Chemicals, Inc., a corporation organized and existing under the laws of the State of Colorado (“**Seller**”), in favor of Iron Out, Inc. d/b/a Summit Brands, a corporation organized and existing under the laws of the State of Indiana (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller, on the other hand, dated as of the date herewith (“**APA**”). The capitalized terms in this Trademark Assignment are as defined in the APA, unless expressly defined otherwise in this Trademark Assignment.

### RECITALS

**WHEREAS**, Seller is the owner of the trademarks listed on the attached Schedule A hereto, and all applications, registrations and renewals in connection therewith (“**Assigned Trademarks**”); and

**WHEREAS**, in connection with the APA, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, among other assets, the Assigned Trademarks.

**NOW, THEREFORE**, for and in consideration of the above recitals, Ten U.S. Dollars (\$10.00 USD), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

### AGREEMENT

1. **Assignment.** Effective as of the Closing Date, Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer and its successors and assigns, and Buyer hereby purchases and acquires from Seller, (a) all of Seller’s present and future right, title and interest in and to the Assigned Trademarks, together with all goodwill and similar value associated with any of the foregoing; and (b) any and all other rights to existing and future registrations and applications for any of the foregoing, and all other proprietary rights in, or relating to, any of the foregoing, including remedies against and rights to sue for past infringements, and rights to damages and profits due or accrued in or relating to any of the foregoing.

2. **Recordation.** 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.

3. **Further Assurances.** Without limiting Seller’s obligations pursuant to the APA, Seller acknowledges and agrees that, at any time and from time to time after the Closing, it will execute and deliver to Buyer such further conveyances, assignments or other written assurances as Buyer may reasonably request to perfect and protect Buyer’s title to the Assigned Trademarks.

4. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict or an apparent conflict between the provisions of this Trademark Assignment and the provisions of the APA, the provisions of the APA shall control.

5. **Choice of Law; Submission to Jurisdiction; Waiver of Jury Trial.** This Trademark

Assignment shall be governed by and construed under and the rights of the parties determined in accordance with the Laws of the State of Delaware (without reference to the choice of law provisions of the State of Delaware). Except as otherwise provided in this Trademark Assignment, any proceeding or litigation arising out of or relating to this Trademark Assignment shall be brought in the courts of the State of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding or litigation, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of such proceeding or litigation shall be heard and determined only in any such court, and agrees not to bring any proceeding or litigation arising out of or relating to this Trademark Assignment hereunder in any other court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT OR THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

6. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. **Amendment and Modifications; No Waiver.** This Trademark Assignment may only be amended, modified, or supplemented in writing signed by each party. No waiver of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Trademark Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. **Counterparts; Electronic Signatures.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Trademark Assignment 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 Trademark Assignment.

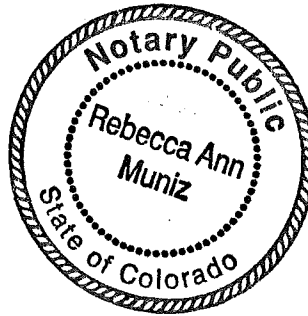
[Signature page follows]

IN WITNESS WHEREOF, Buyer and Seller have caused this Trademark Assignment to be executed as of the day and year first above written.

SLG Chemicals, Inc.

By: Tisha Pedrazzini  
Name: Tisha Pedrazzini  
Title: President

STATE OF Colorado )  
COUNTY OF Denver )



Subscribed and sworn to before me in this 23<sup>rd</sup> day of December, 2021, by Tisha Pedrazzini, proved to me on a basis of satisfactory evidence to be the person who appeared before me whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the foregoing instrument as an authorized representative of SLG Chemicals, Inc., the Colorado corporation described in the instrument.

RAM  
Notary Public ID# 20104013437

Name: Rebecca Ann Muniz  
Commission Expires: 04/16/2022



Schedule A

Assigned Trademarks

Registered Trademarks

Record Owner	Trademark	Country	Application No	Application Date	Registration No	Registration Date	Int. Classes	Trademark Status
SLG Chemicals, Inc.	DRYEL	Australia	770713	Aug 20 1998	770713	Aug 20 1998	3, 5	Registered
SLG Chemicals, Inc.	DRYEL	Bermuda	30771	Jun 18 1999	30771	Jul 19 2001	3	Registered
SLG Chemicals, Inc.	DRYEL	Bermuda	31122	Oct 14 1999	31122	May 21 2001	5	Registered
SLG Chemicals, Inc.	DRYEL	Canada	0792899	Sep 15 1995	TMA517077	Sep 27 1999	3	Registered
SLG Chemicals, Inc.	DRYEL	Canada	1350561	Jun 6 2007	TMA770688	Jun 25 2010	3, 5	Registered
SLG Chemicals, Inc.	Dryel (Stylized)	Canada	1704472	Nov 25 2014	TMA940371	Jun 9 2016	3	Registered
SLG Chemicals, Inc.	DRYEL Icon Design (lined for color)	Canada	0858213	Oct 8 1997	TMA520824	Dec 21 1999	3	Registered
SLG Chemicals, Inc.	DRYEL	EUTM	000459156	Apr 1 1996	000459156	Dec 13 1999	3	Registered
Sweep Acquisition Company	DRYEL	Guyana	17483A	Jul 9 1999	17483A	May 1 2006	3	Registered
SLG Chemicals, Inc.	DRYEL	Israel	138761	Jun 8 2000	138761	Jun 5 2001	7	Registered

SLG Chemicals, **DRYEL** **DRYEL** Israel 145589 Jan 9 2001 145589 Nov 12 2001 3 Registered

SLG Chemicals, **DRYEL** Mexico 1054989 Dec 16 2009 1207044 Mar 17 2011 3 Registered

SLG Chemicals, **DRYEL** United Kingdom UK00900459156 Apr 1 1996 UK00900459156 Apr 1 1996 3 Registered

SLG Chemicals, **DRYEL** United States of America 74723381 Aug 31 1995 2186197 Sep 1 1998 3 Registered

SLG Chemicals, **DRYEL** (Stylized)  United States of America 77582020 Oct 9 2008 3615752 May 5 2009 3 Registered

SLG Chemicals, **DRYEL ON THE GO** United States of America 77698828 Mar 25 2009 3808085 Jun 22 2010 3 Registered

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