

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Terramera, Inc.		07/28/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	S.C. Johnson & Son, Inc.		
Street Address:	1525 Howe Street		
City:	Racine		
State/Country:	WISCONSIN		
Postal Code:	53403		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4540670	PROOF	
Registration Number:	5671641	BUGPROOF	
Registration Number:	6025843	BED BUG NEST KILLER	
Registration Number:	6217002	MATTRESS SAVER	
Registration Number:	6169684	STUFF SAVER	
CORRESPONDENCE DATA			
Fax Number:	8478087238		
<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:	8478085500		
Email:	mail@iphorgan.com		
Correspondent Name:	IpHorgan Ltd.		
Address Line 1:	195 Arlington Heights Rd, Suite #125		
Address Line 4:	Buffalo Grove, ILLINOIS 60089-1768		
NAME OF SUBMITTER:	Dmitriy O. Makarov		
SIGNATURE:	/Dmitriy O. Makarov/		
DATE SIGNED:	02/03/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of July 28, 2021, is made by Terramera, Inc. (“**Seller**”), a corporation formed under the laws of British Columbia CANADA, located at 199 W 6th Ave, Vancouver, BC V5Y 1K3, in favor of S. C. Johnson & Son, Inc., (“**Buyer**”), a Wisconsin corporation, located at 1525 Howe Street, Racine, WI 53403, the buyer of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller, on the other, dated as of the date hereof (the “**Asset Purchase Agreement**”).

RECITALS

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 Seller 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.

WHEREAS, execution of this Trademark Assignment is a condition to Buyer’s obligation to consummate the transactions contemplated by the Asset Purchase Agreement.

AGREEMENTS

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the Recitals, and for other 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, effective as of the Closing:

(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;

(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, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

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 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. Seller may not assign or otherwise transfer this Trademark Assignment or any of its rights, interests or obligations hereunder without the consent of Buyer.

6. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Trademark Assignment, and all claims or causes of action based upon, arising out of, or related to this Trademark Assignment shall be governed by, and construed in accordance with, the applicable law of the State of Delaware, without giving effect to principles or rules of conflicts of law principles that would cause or permit the application of the applicable law of any other jurisdiction.

(b) Each of the parties hereto hereby irrevocably (i) submits, for itself and its property, to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois (as applicable, the "**Designated Court**"), and any appellate court from the Designated Court, in any action or proceeding arising out of or relating to this Trademark Assignment or the negotiation, execution or performance of this

Trademark Assignment, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in such Designated Court, (ii) waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Trademark Assignment or the negotiation, execution or performance of this Trademark Assignment in such Designated Court, (iii) waives the defense of an inconvenient forum to the maintenance of such action or proceeding in any such Designated Court, and (iv) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to it at the address set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

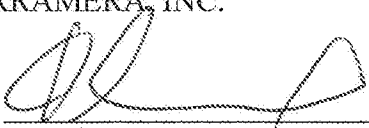
(c) EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT.

[SIGNATURE PAGE FOLLOWS]

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

SELLER

TERRAMERA, INC.

By:  _____

Name: *K. Markins*

Title: *General Mgr.*

Address for Notices: 199 W 6th Ave,
Vancouver, BC V5Y 1K3 CANADA

BUYER

S. C. JOHNSON & SON, INC.

AGREED TO AND ACCEPTED:

By: _____

Name:

Title:

Address for Notices: 1525 Howe St, Racine,
WI 53403

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

SELLER

TERRAMERA, INC.

By: _____

Name:

Title:

Address for Notices: 199 W 6th Ave,
Vancouver, BC V5Y 1K3 CANADA

BUYER

S. C. JOHNSON & SON, INC.

AGREED TO AND ACCEPTED:

By: Jay Guelbert

Name: Jay Guelbert

Title: EVP & CFO S. C. Johnson & Son, Inc.

Address for Notices: 1525 Howe St, Racine,
WI 53403