

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pantheon Chemical, Inc.		08/08/2019	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	SocoKote LLC		
Street Address:	5475 East Highway 114		
Internal Address:	c/o Socomore		
City:	Rhome		
State/Country:	TEXAS		
Postal Code:	76078		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2827169	PREKOTE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	amberwest@mvalaw.com, PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	042327.009		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	07/07/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is made and entered into this 8th day of August, 2019, by and between Pantheon Chemical, Inc., an Arizona corporation with its principal business address at 225 West Deer Valley Road, Phoenix, Arizona 85027 (“Assignor”), and SocoKote LLC, a Delaware limited liability company with its principal business address at 791 Westport Parkway, Fort Worth, TX 76177 (“Assignee”).

WHEREAS, Assignor is the sole and exclusive owner, free and clear of all Liens, of the United States Trademark Reg. No. 2,827,169 for PREKOTE (“Assigned Trademark”); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of July 3, 2019 (“Asset Purchase Agreement”), Assignor sells, assigns and transfers to Assignee, free and clear of all Liens, and Assignee purchases and acquires from Assignor, all of Assignor’s right, title and interest in and to certain assets, including the Assigned Trademark and Additional Rights (as defined herein).

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations and warranties herein contained, and intending to be legally bound, the Parties agree as follows:

1. Defined Terms; Recitals. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Asset Purchase Agreement. The recitals set forth above are hereby incorporated by reference into this Trademark Assignment as if fully set forth herein.

2. Assignment. Assignor hereby irrevocably sells, assigns and transfers to Assignee and its successors and assigns, free and clear of all Liens, and Assignee purchases and acquires from Assignor, all right, title, and interest in perpetuity in and to the Assigned Trademark (including all derivations thereof) in the United States and worldwide, including, without limitation, the following (collectively, the “Additional Rights”):

(a) the goodwill of the business connected with the use of and symbolized by the Assigned Trademark, and with respect to United States intent-to-use trademark applications, the portion of Assignor’s business to which such trademarks pertain and that business is ongoing and existing;

(b) all registrations, applications, domain names, and common law rights, if any, all rights to apply and rights of priority to apply for registration, and all issuances, extensions and renewals thereof;

(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;

(d) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademark or any of the foregoing provided by any applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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; and

(f) said Assigned Trademark and other foregoing rights to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents, take all other further actions and provide such cooperation and assistance as reasonably requested by Assignee and its successors, assigns and legal representatives, to transfer ownership of the Assigned Trademark and Additional Rights including, but not limited to, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, and to obtain, maintain, perfect, and protect Assignee's rights in the Assigned Trademark and Additional Rights.

4. Disclaimers. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement which are incorporated herein by this reference. Nothing contained in this Trademark Assignment shall be deemed to modify, limit, or amend any rights or obligations of the Assignor, Assignee, or other parties to the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Trademark Assignment and the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern.

5. General.

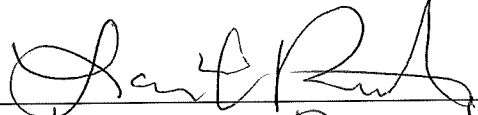
(a) Successors and Assigns. This Trademark Assignment shall be binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and permitted assigns.

(b) Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute 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, the parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:
PANTHEON CHEMICAL, INC.

By: 
Name: Laura Roberts
Title: President

ASSIGNEE:
SOCOKOTE LLC

By: _____
Name: Frederic Lescure
Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

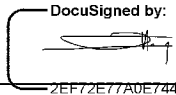
ASSIGNOR:
PANTHEON CHEMICAL, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:
SOCOKOTE LLC

By:  _____

Name: Frederic Lescure

Title: Vice President