

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM748974

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900702987		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cochran Corporate Holdings, Inc		02/09/2022	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DREXEL CHEMICAL COMPANY		
<b>Street Address:</b>	1700 CHANNEL AVE		
<b>City:</b>	MEMPHIS		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38106		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0873293	OFF-SHOOT-T	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	901-301-0171		
<b>Email:</b>	ken.arnold@cochrancorp.com		
<b>Correspondent Name:</b>	Cochran Corporate Holdings, Inc.		
<b>Address Line 1:</b>	P.O. Box 381347		
<b>Address Line 4:</b>	Germantown, TENNESSEE 38183		
<b>NAME OF SUBMITTER:</b>	Kenneth E. Arnold		
<b>SIGNATURE:</b>	/KENNETH E ARNOLD/		
<b>DATE SIGNED:</b>	08/16/2022		
<b>Total Attachments: 4</b>			
source=2022.02.09 TM Assignment for OFF-SHOOT-T#page1.tif			
source=2022.02.09 TM Assignment for OFF-SHOOT-T#page2.tif			
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source=2022.02.09 TM Assignment for OFF-SHOOT-T#page4.tif			

**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Trademark Assignment") is made and entered into as of February 9<sup>th</sup>, 2022, by and between Cochran Corporate Holdings, Inc., a Tennessee corporation, having a mailing address of P.O. Box 381347, Germantown, Tennessee 38183, hereinafter the "Assignor", and Drexel Chemical Company, a Tennessee corporation, with its principal place of business at 1700 Channel Avenue, Memphis, Tennessee 38106 and a mailing address of P.O. Box 13327, Memphis, Tennessee 38113-0327, hereinafter "Assignee" (Assignor and Assignee, collectively referred to as the "Parties").

WHEREAS, Assignor and Assignee are parties to that certain Sale Agreement for the EPA Registration and Trademark for OFF-SHOOT-T® (the "Agreement"), dated as of February 9<sup>th</sup>, 2022, pursuant to which Assignor has conveyed, transferred, and assigned all right, title, and interest in, to, and under the trademark shown on Schedule A attached hereto (the "Mark"); and

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title, and interest in and to the Mark, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Assignor hereby irrevocably contributes, transfers, assigns, and conveys to Assignee, and its successors and assigns, and Assignee does hereby acquire, assume and accept from Assignor, all of Assignor's right, title and interest in and to: (a) the Mark; (b) any and all registrations of the Mark and all issuances, extensions and renewals thereof; (c) all common law rights in, to, and under the Mark; (d) all other rights in, to, and under the Mark, together with the goodwill of the business connected with the use of, and symbolized by, the Mark; (e) any and all rights to royalties, profits, compensations, license fees, or other payments or remuneration of any kind relating to the Mark and /or the goodwill under the Mark; and (f) all administrative rights relating thereto, including, but not limited to, the right to prosecute registration applications and oppose or seek to cancel third party registrations; and (g) all claims or causes of action Assignor has or may have in connection with the Mark, including, but not limited to, the right bring an action, at law or in equity, and recover all damages for any and all past infringement, dilution or violation of the Mark.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment, as to the assigned Mark herein referred to.

Assignor further agrees to execute all documents, instruments, and papers to perform all acts as Assignee may reasonably request to perfect in Assignee the foregoing rights, title and interests.

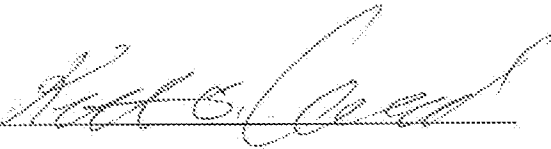
This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

**COCHRAN CORPORATE HOLDINGS, INC.**

By: 

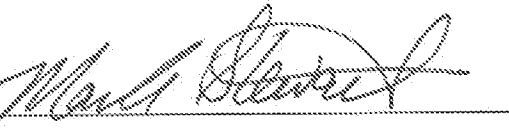
Name: Kenneth E. Arnold

Title: President

Date: 2/9/2022

ACCEPTED AND AGREED:

**DREXEL CHEMICAL COMPANY**

By: 

Name: Mark Stewart

Title: President

Date: 2/9/2022

**SCHEDULE A**

<b>Mark</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
OFF-SHOOT-T	December 19, 1968	72314855	July 22, 1969	0873293