OP \$40.00 6769591

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM756137

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kleen Concepts, LLC		09/14/2022	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	Klear Concepts, LLC	
Street Address:	8388 East Hartford Drive	
Internal Address:	Suite 105A	
City:	Scottsdale	
State/Country:	untry: ARIZONA	
Postal Code:	Sode: 85255	
Entity Type:	Type: Limited Liability Company: ARIZONA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6769591	KLEAR CONCEPTS

CORRESPONDENCE DATA

Fax Number: 6022625747

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.

Phone: 602-262-5311

Email: PTO@LEWISROCA.COM

Correspondent Name: Jennifer A. Van Kirk

Address Line 1: Lewis Roca Rothgerber Christie LLP
Address Line 2: 201 East Washington Street, Suite 1200

Address Line 4: Phoenix, ARIZONA 85004

NAME OF SUBMITTER:	Jennifer A. Van Kirk
SIGNATURE:	/Jennifer A. Van Kirk/
DATE SIGNED:	09/19/2022

Total Attachments: 2

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ASSIGNMENT

This assignment agreement ("Assignment") is by and between Kleen Concepts, LLC, an Arizona limited liability company having an address of 8388 East Hartford Drive, Suite 105, Scottsdale, AZ 85255 ("Kleen Concepts") and Klear Concepts, an Arizona limited liability company having an address of 8388 East Hartford Drive, Suite 105-A, Scottsdale, AZ 85255 ("Assignee"). Kleen Concepts and Assignee are collectively referred to below as the "Parties." This Assignment is effective as of the date of the last signature below (the "Effective Date").

- A. Kleen Concepts has used the trademark KLEAR CONCEPTS and owns United States federal trademark registration No. 6769591 for the KLEAR CONCEPTS trademark (collectively, the "Trademark"). Kleen Concepts owns the following domain name associated with the Assigned Trademark: <klearconcepts.com> (the "Domain Name").
- B. Kleen Concepts also owns other intellectual property related to the KLEAR CONCEPTS brand, including but not limited to trade secrets, copyrights in packaging and/or marketing materials, and know how (the "Related IP").
- C. Assignee wishes to acquire and Kleen Concepts is willing to assign to Assignee its rights in the Trademark, Related IP, and Domain Name.

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

- 1. <u>Assignment</u>. Kleen Concepts does hereby sell, assign, transfer and set over unto Assignee any right, title, and interest in and to the Trademark, Related IP, and Domain Name it may possess, together with the goodwill of the business in connection with the Trademark, Related IP, and Domain Name, and any rights it may possess to continue to use the Trademark, Related IP, and Domain Name, together with the right to bring and maintain actions based on the Trademark, Related IP, or Domain Name
- 2. <u>Recordation and Further Assurances</u>. Kleen Concepts authorizes the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Kleen Concepts hereby covenants and agrees that it will, at the reasonable request of Assignee, and without further consideration, execute and deliver such other instruments of sale, assignment, conveyance, transfer and delivery and take other actions as may reasonably be necessary to ensure that the Trademark, Related IP, and Domain Name are properly assigned to Assignee.
- 3. <u>Domain Name</u>. Within 10 business days of the Effective Date of this Agreement Kleen Concepts will provide to Assignee the authorization code for the Domain Name and a list of the additional information needed to effectuate transfer of the Domain Name. Kleen Concepts will assist Assignee as needed with the transfer of the Domain Name to Assignee's account.

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- 4. Maintenance and Enforcement. The parties agree that Kleen Concepts shall owe no obligation to Assignee to maintain, defend, or enforce the Trademark, Related IP, or Domain Name. Assignee agrees to bear all renewal, maintenance, defense and enforcement of the Trademark, Related IP, and Domain Name and Assignee understands that Kleen Concepts will not take any actions or incur any expense to maintain, renew, defend, or enforce the Trademark, Related IP, or Domain Name.
- 5. <u>Liability</u>. The parties agree that Assignee will bear all responsibility and liability for the Trademark, Related IP, and Domain Name, including but not limited to liability for any disputes or claims of infringement, as of the Effective Date and Kleen Concepts has no responsibility or liability for the Trademark, Related IP, or Domain Name after the Effective Date.
- Disclaimers. Notwithstanding anything in this Assignment or in discussions between the Parties to the contrary, the Trademark, Related IP, and Domain Name are assigned and assumed on an "as is" basis, with Kleen Concepts making no representations or warranties, and Kleen Concepts hereby excluding and disclaiming any express or implied representations or warranties of any kind, including as to the validity and non-infringement of the Trademark, Related IP, and Domain Name and Kleen Concepts or Assignee's ability to use, register or enforce the Assigned Trademark, Related IP, or Domain Name.
- 7. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Any counterpart may be executed by facsimile signature, which shall be deemed an original. This Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on the dates indicated below.

ASSIGNOR:

ASSIGNEE:

KLEEN CONCEPTS, LLC

KLEAR CONCEPTS, LLC

ame and Title

Place and Date of Signature

Place and Date of Signature

RECORDED: 09/19/2022

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