

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM761862

<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>
Milliken Services, LLC		11/12/2021	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	milliCare, Inc.		
<b>Street Address:</b>	1515 Mockingbird Lane		
<b>Internal Address:</b>	Suite 410		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28209		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1666086	MILLICARE	
<b>Registration Number:</b>	2160838	MILLICARE	
<b>Registration Number:</b>	2170077	MILLICARE	
<b>Registration Number:</b>	2166428	MILLICARE	
<b>Registration Number:</b>	3413388	CLEAN WORKING CLEAN LIVING	
<b>Registration Number:</b>	3413389	CLEAN WORKING CLEAN LIVING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	216-586-7149		
<b>Email:</b>	agott@jonesday.com		
<b>Correspondent Name:</b>	Angela R. Gott, Jones Day		
<b>Address Line 1:</b>	North Point, 901 Lakeside Avenue		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1190		
<b>ATTORNEY DOCKET NUMBER:</b>	560255138003		
<b>NAME OF SUBMITTER:</b>	Angela R. Gott		
<b>SIGNATURE:</b>	/Angela R. Gott/		

CH \$165.00 1666086

<b>DATE SIGNED:</b>	10/18/2022
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**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of November 12, 2021 (“**Effective Date**”), is entered into by and among Milliken Services, LLC, a South Carolina limited liability company (“**Assignor**”) in favor of milliCare, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignee and Assignor have entered into an Asset Purchase Agreement, dated as of October 4, 2021 (as amended, modified or supplemented from time to time in accordance with its terms, the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver the Purchased Assets, free and clear of all Liens, to Assignee.

WHEREAS, the Purchased Assets of the Assignor include the trademark registrations and trademark applications set forth on Schedule A (the “**Assigned Trademarks**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

SECTION 2. Assignment of Trademarks. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of such Assignor’s right, title and interest in, free and clear of all Liens, to and under the Assigned Trademarks, together with all the goodwill associated with the use of or symbolized by the Assigned Trademarks, all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present, and future infringements, unfair competition, passing off or other conflicts relating to the Assigned Trademarks, including the right to compromise, sue for and collect such profits and damages, all rights of priority resulting from the filing of the Assigned Trademarks, and all other rights, including common law rights, relating to the Assigned Trademarks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by the Assignor had such assignments contemplated by this Agreement not been made.

SECTION 3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and any other official of any applicable Governmental Entity in any other applicable jurisdictions, to record and issue any and all registrations from any and all applications for registration included in the Assigned Trademarks in the name of the Assignee.

SECTION 4. Further Assurances. At the request of Assignee and at the expense of Assignee (or its successors, assigns or legal representatives), Assignor shall timely execute and deliver any additional documents and perform any additional acts that Assignee or its counsel may

reasonably request to assist in the implementation, recordation or perfection of this Agreement and Assignee's interest in and to the Assigned Trademarks.

SECTION 5. Subject to Purchase Agreement. This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 6. Counterparts. This Agreement may be executed in two or more counterparts (including counterparts transmitted in .pdf or similar format or any electronic signature complying with the ESIGN Act of 2000, e.g., www.docusign.com), each of which will be deemed an original but all of which will constitute but one instrument.

SECTION 7. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

SECTION 8. Governing Law. This Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed and construed in accordance with the internal Laws of the State of Delaware applicable to contracts made and wholly performed within such State, without regard to any applicable conflicts of law principles that would result in the application of the Laws of any other jurisdiction.

SECTION 9. Jurisdiction. The parties hereto hereby submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, then any state or federal court within the State of Delaware) in respect of the interpretation and enforcement of the provisions of this Agreement and the other agreements or documents executed and delivered in connection herewith and any dispute or controversy related to the transactions contemplated hereby and hereby waive, and agree not to assert, any defense in any action, suit or proceeding for the interpretation or enforcement of this Agreement and the other agreements or documents executed and delivered in connection herewith or any dispute or controversy related to the transactions contemplated hereby, that they are not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that this Agreement may not be enforced in or by such courts or that their property is exempt or immune from execution, that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper. Service of process with respect thereto may be made upon Assignee or Assignor by mailing a copy thereof by registered or certified mail, postage prepaid, to such party at its address as provided in Section 8.5 of the Purchase Agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer as of the Effective Date.

**ASSIGNOR:**

Milliken Services, LLC

*Jim McCallum*

By: Jim McCallum (Nov 5, 2021 14:30 EDT)

Name: James R. McCallum

Title: President

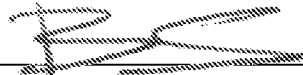
*[Signature Page to Trademark Assignment]*

**TRADEMARK  
REEL: 007870 FRAME: 0889**

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by a duly authorized officer as of the Effective Date.

**ASSIGNEE:**

milliCare, Inc.

By:  \_\_\_\_\_

Name: Brian S. Sauer

Title: President, Secretary and  
Treasurer

*[Signature Page to Trademark Assignment]*

**SCHEDULE A**

**ASSIGNED TRADEMARKS**

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Australia	MILLCARE	767602	16-Jul-1998	767602	06-Apr-1999
Brazil	M^ (stylized)	840579187	16-Jul-2013	840579187	26-Jun-2018
Brazil	MILLCARE	820944432	28-Jul-1998	820944432	29-Oct-2002
Canada	INVISIBLE SERVICE VISIBLE RESULTS	1135494	25-Mar-2002	TMA596963	09-Dec-2003
Canada	M^ (stylized)	1635392	16-Jul-2013	TMA924730	04-Jan-2016
Canada	MILLCARE	0700047	02-Mar-1992	TMA418589	22-Oct-1993
Canada	MILLCARE ENVIRONMENTAL SERVICES	1135493	25-Mar-2002	TMA597627	16-Dec-2003
China (People's Republic)	MEILIJIA	1475505	28-Oct-1999	1475505	14-Nov-2000
China (People's Republic)	MEILIJIA	1496416	28-Oct-1999	1496416	28-Dec-2000
China (People's Republic)	MILLCARE	1451703	26-Jul-1999	1451703	28-Sep-2000
China (People's Republic)	MILLCARE	1437241	11-Jun-1999	1437241	28-Aug-2000
China (People's Republic)	MILLCARE	1442782	11-Jun-1999	1442782	07-Sep-2000
China (People's Republic)	M^ (stylized)	1171024	16-Jul-2013	1171024	16-Jul-2013
Colombia	MILLCARE	13-197740	21-Aug-2013	488308	23-Apr-2014
European Union (Community)	MILLCARE	000205393	01-Apr-1996	000205393	06-Aug-1998
Hong Kong	MILLCARE	199912869AA	30-Jul-1998	199912869AA	25-Oct-1999
India	M^ (stylized)	2629495	16-JUL-2013	pending	pending

Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date
India	MILLCARE	860558	11-Jun-1999	860558	11-Jun-1999
Int'l Registration - Madrid Protocol Only	M^ (stylized)	1171024	16-Jul-2013	1171024	16-Jul-2013
Israel	MILLCARE	240631	14-Sep-2011	240631	01-Aug-2013
Japan	MILLCARE	H03-024304	12-Mar-1991	4201353	16-Oct-1998
Japan	MILLCARE	H03-024302	12-Mar-1991	2719634	24-Feb-1997
Japan	MILLCARE	H07-128926	14-Dec-1995	4101717	16-Jan-1998
Mexico	M^ (stylized)	1405319	16-Jul-2013	1439568	14-Mar-2014
Mexico	MILLCARE	343157	11-Aug-1998	628052	11-Oct-1999
Mexico	MILLCARE	343161	11-Aug-1998	628054	11-Oct-1999
Mexico	MILLCARE	343162	11-Aug-1998	628055	11-Oct-1999
Singapore	MILLCARE	T9905909J	10-Jun-1999	T9905909J	13-Sep-2000
Singapore	MILLCARE	T9905907D	10-Jun-1999	T9905907D	02-May-2001
Singapore	MILLCARE	T9905908B	10-Jun-1999	T9905908B	15-Oct-2001
South Africa	M^ (stylized) (M Power)	2013/19182	16-Jul-2013	2013/19182	08-Apr-2015
South Africa	MILLCARE	1996/09458	12-Jul-1996	1996/09458	12-Jul-1996
South Africa	MILLCARE	1997/01221	28-Jan-1997	1997/01221	28-Jan-1997
South Africa	MILLCARE	1997/01222	28-Jan-1997	1997/01222	28-Jan-1997
Taiwan	MILLCARE	(87)038275	05-Aug-1998	116733	01-Nov-1999
Taiwan	MILLCARE	087038273	05-Aug-1998	00114861	16-Sep-1999
United Arab Emirates	MILLCARE	87121	07-Nov-2006	87213	06-Apr-2008
United Arab Emirates	MILLCARE	87122	07-Nov-2006	109294	08-Nov-2010
United Arab Emirates	MILLCARE	87123	07-Nov-2006	87214	06-Apr-2008
United Kingdom	MILLCARE	000205393	01-Apr-1996	UK00900205393	06-Aug-1998
United States of America	CLEAN WORKING CLEAN LIVING	78/923692	06-Jul-2006	3413388	15-Apr-2008
United States of America	CLEAN WORKING CLEAN LIVING	78/923771	06-Jul-2006	3413389	15-Apr-2008
United States of America	M^ (stylized)	85/824278	16-Jan-2013	4708708	24-Mar-2015
United States of America	MILLCARE	75/087518	15-Apr-1996	2160838	26-May-1998



Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date
United States of America	MILLCARE	75/110610	28-May-1996	2170077	30-Jun-1998
United States of America	MILLCARE	75/158566	30-Aug-1996	2166428	16-Jun-1998
United States of America	MILLCARE (stylized)	74/039130	16-Mar-1990	1666086	26-Nov-1991
United States of America	PRESERVING THE GREAT INDOORS	75/087304	4/15/1996	2131148	1/20/1998