

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776868

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900729072
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Avalon Holding Corporation	FORMERLY General Therapeutics, Inc.	08/31/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PC Operating Co., Inc.
<b>Street Address:</b>	1111 Marcus Ave.
<b>City:</b>	Lake Success
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11042
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2993919	BATHERAPY
Registration Number:	4028296	BATHERAPY
Registration Number:	0612939	BATHERAPY
Registration Number:	1133951	FOOTHERAPY
Registration Number:	3005188	FOOTHERAPY
Registration Number:	3787370	MINT JULEP
Registration Number:	1250124	MINT JULEP MASQUE
Registration Number:	1247505	MINT JULEP SHAMPOO
Registration Number:	0988558	QUEEN HELENE
Registration Number:	3741917	QUEEN HELENE
Registration Number:	6475631	QUEEN HELENE
Registration Number:	4053943	ROYAL CURL

## CORRESPONDENCE DATA

Fax Number:

*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:** 5165875713  
**Email:** IP@hain.com  
**Correspondent Name:** Jessica Rosenthal  
**Address Line 1:** 1111 Marcus Ave.  
**Address Line 4:** Lake Success, NEW YORK 11042

**ATTORNEY DOCKET NUMBER:** GT ASSIGN PCOI

**NAME OF SUBMITTER:** Kristy Meringolo

**SIGNATURE:** /KristyMeringolo/

**DATE SIGNED:** 12/28/2022

**Total Attachments: 6**

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**AVALON HOLDINGS-PC OPERATING CO TRADEMARK ASSIGNMENT  
AGREEMENT**

This AVALON HOLDINGS-PC OPERATING CO Trademark Assignment Agreement (this "Trademark Assignment") is entered into as of August 31, 2022, by and between Avalon Holding Corporation, a Delaware corporation ("Assignor"), and PC Operating Co., Inc., a Delaware corporation and a wholly-owned subsidiary of Assignor ("Assignee" and, together with Assignor, the "Parties").

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

1. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the trademarks, service marks and trade dress, and all applications, registrations and renewals therefor, together with the goodwill associated with any of the foregoing identified in Schedule A attached hereto (collectively, the "Trademarks"), including: (i) all rights of enforcement and the right to damages for past infringement, dilution, unfair competition, passing off, misappropriation or other conflicts relating to any of the foregoing, and (ii) all other rights, including common law rights, relating to any of the foregoing. Without limiting the generality of the foregoing, with respect to any United States intent-to-use trademark applications included in the Trademarks ("ITU Applications"), the assignment granted hereunder accompanies the transfer of the business or portion of the business of Assignor to which such ITU Applications pertain, and that business is ongoing and existing, or the transfer of such ITU Applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such ITU Applications or the validity or enforceability of registrations issuing from such ITU Applications.
2. Upon execution of this Trademark Assignment, Assignee shall pay to Assignor (to an account specified by Assignor) an amount equal to ten United States Dollars (\$10) as consideration for the transactions contemplated by this Trademark Assignment.
3. Assignor hereby authorizes Assignee and any designee of Assignee to record this Trademark Assignment with any relevant governmental entity so as to perfect its ownership of the Trademarks. Assignor hereby authorizes and requests the Commissioners of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Trademarks to the Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as the Assignee may direct, in accordance with this instrument of assignment.

4. Each Party shall promptly execute and deliver to the other Party such further instruments of assignment, transfer and conveyance and use commercially reasonable efforts to take such other reasonable action and execute such additional documents as the other Party may reasonably require to carry out more effectively and completely the assignment of the Trademarks to the Assignee, as contemplated by this Trademark Assignment.
5. This Trademark Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Parties and delivered to the other, it being understood that all Parties need not sign the same counterpart. Delivery of a copy of this Trademark Assignment bearing a Party's signature by facsimile transmission, by electronic mail, in PDF format or by other similar electronic means shall have the same effect as physical delivery of the paper document bearing the original signature.
6. This Trademark Assignment, and all matters, claims or causes of action (whether in contract or tort) based upon, arising out of or relating to this Trademark Assignment or the negotiation, execution or performance of this Trademark Assignment, shall be governed by, construed in accordance with and enforced under the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

**AVALON HOLDING CORPORATION**

as Assignor

By: Kristy M Meringolo  
Name: Kristy M. Meringolo  
Title: Corporate Secretary

In the presence of Jessica Rosenthal  
Name: Jessica Rosenthal  
Occupation: Paralegal  
Address: Lake Success, NY 11042

STATE OF NEW YORK    )  
                                  : ss.:  
COUNTY OF NASSAU    )

On the 31st day of August, 2022 before me personally came Kristy M. Meringolo to me known, who, being by me duly sworn, did depose and say that she resides in Little Neck, New York; that she is Corporate Secretary of Avalon Holding Corporation, the corporation described in and which executed the above Agreement; and that she signed her name thereto on behalf of said corporation.

A. S. Burchill  
Notary Public

ANDREW S. BURCHILL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 028U6371808  
Qualified in New York County  
My Commission Expires 03-05-2026

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

PC OPERATING CO., INC.  
as Assignee

By: Kristy M Meringolo  
Name: Kristy M. Meringolo  
Title: Corporate Secretary

In the presence of Jessica Rosenthal  
Name: Jessica Rosenthal  
Occupation: Paralegal  
Address: Lake Success, NY 11042

STATE OF NEW YORK    )  
                                          : ss.:  
COUNTY OF NASSAU    )

On the 31st day of August, 2022 before me personally came Kristy M. Meringolo to me known, who, being by me duly sworn, did depose and say that she resides in Little Neck, New York; that she is Corporate Secretary of PC Operating Co., Inc., the corporation described in and which executed the above Agreement; and that she signed her name thereto on behalf of said corporation.

A.S. Burchill  
Notary Public

ANDREW S. BURCHILL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BU5371906  
Qualified in New York County  
My Commission Expires 03-05-2026

[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 007894 FRAME: 0604

Schedule A  
Assigned Trademarks

Trademark	Country of Registration / Application	Application Number	Registration Number	Date of Registration
ACNEDOTE	US	87956942	5660989	22-Jan-19
ALBA	US	75931156	3307660	9-Oct-07
ALBA	US	75983532	2925520	8-Feb-05
ALBA BOTANICA	US	73804463	1594811	8-May-90
ALBA BOTANICA	US	77925601	3933538	22-Mar-11
ALBA BOTANICA	US	85174549	4001726	26-Jul-11
ALBA BOTANICA & Design	US	87953402	5695352	12-Mar-19
EVEN ADVANCED	US	87957222	5674336	12-Feb-19
HEMPQUILITY	US	88689196	6225284	22-Dec-20
TERRAGLOSS	US	77038609	3279171	14-Aug-07
UN-PETROLEUM	US	74164692	1817317	18-Jan-94
UN-PETROLEUM JELLY	US	73828924	1597079	22-May-90
VERY EMOLLIENT	US	87957353	5824342	6-Aug-19
ZITHAPPENS	US	88593089		
AVALON	US	75635579	2667514	31-Dec-02
AVALON ORGANICS	US	76977385	2952835	17-May-05
BATHERAPY	US	76597500	2993919	13-Sep-05
BATHERAPY	US	85234924	4028296	20-Sep-11
BATHERAPY (Stylized)	US	71671369	612939	27-Sep-55
FOOTHERAPY	US	73192790	1133951	29-Apr-80
FOOTHERAPY	US	76599858	3005188	4-Oct-05
MINT JULEP	US	77838482	3787370	11-May-10
MINT JULEP MASQUE	US	73354535	1250124	6-Sep-83
MINT JULEP SHAMPOO	US	73354538	1247505	9-Aug-83
QUEEN HELENE	US	72438451	988558	16-Jul-74
QUEEN HELENE	US	77686302	3741917	26-Jan-10
QUEEN HELENE	US	90339524	6475631	7-Sep-21
ROYAL CURL	US	85128849	4053943	8-Nov-11
DANDRUFF RELIEF	US	75808571	2461059	19-Jun-01
HEALTHY MOUTH	US	77175304	3465459	15-Jul-08
HYPER-C SERUM	US	75246789	2166600	16-Jun-98
JASON	US	73522436	1365178	15-Oct-85
JASON	US	73522417	1357538	3-Sep-85
JASON	US	73362604	1314195	15-Jan-85
JASON	US	77096787	3306228	9-Oct-07
ORAL COMFORT	US	78126698	2686790	11-Feb-03
ORJENE	US	72412134	997679	5-Nov-74

Schedule A  
Assigned Trademarks

<b>Trademark</b>	<b>Country of Registration / Application</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Date of Registration</b>
POWERSMILE	US	78023282	2664579	17-Dec-02
POWERSMILE	US	77456588	3645723	30-Jun-09
QUIT BUGGING ME	US	78749065	3243838	22-May-07
SEA FRESH	US	78020530	2557377	2-Apr-02
SIMPLY COCONUT	US	88061495	5713592	2-Apr-19
TEA TIME	US	75094650	2109893	28-Oct-97
THIN-TO-THICK	US	78969913	3265016	17-Jul-07