

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777978

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900721693

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Radienz Living, LLC	FORMERLY New U.S. Nonwovens, LLC	09/13/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Awesome Products, Inc.
Street Address:	6370 Altura Blvd
City:	Buena Park
State/Country:	CALIFORNIA
Postal Code:	90620
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5136742	BREEZY
Registration Number:	0645230	DYNAMO
Registration Number:	0139710	FAB
Registration Number:	4309156	FAB
Registration Number:	0736986	FINAL TOUCH
Registration Number:	1582173	FINAL TOUCH
Registration Number:	4441481	FRESH EXPRESSIONS
Registration Number:	4441503	PROPAX
Registration Number:	2887472	SPRING MAGIC
Registration Number:	4960495	SUN SHOWER FRESH
Registration Number:	2646593	WATERFALL FRESH

CORRESPONDENCE DATA

Fax Number: 8183402859

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: 818-347-7900

Email: aaron@kelly-kelleylaw.com

Correspondent Name: Aaron T. Borrowman

Address Line 1: 6320 Canoga Ave, Suite 1650
Address Line 4: Woodland Hills, CALIFORNIA 91367

ATTORNEY DOCKET NUMBER: AWESOM-61267

NAME OF SUBMITTER: Aaron T. Borrowman

SIGNATURE: /Aaron T. Borrowman/

DATE SIGNED: 01/03/2023

Total Attachments: 12

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this “Assignment”), dated as of September 13, 2022, is made by and between Awesome Products, Inc., a California corporation (“Assignee”), and Radienz Living, LLC (f/k/a New U.S. Nonwovens, LLC), a Delaware limited liability company (“Assignor”). Assignee and Assignor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

A. Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as September 13, 2022 (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property Assets of Assignor, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, free and clear of all encumbrances, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”);

(b) the internet domain names set forth on Schedule 2 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, (collectively, the “Domain Names”);

(c) the logos and slogans forth on Schedule 3 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, (collectively, the “Logos”);

(d) the copyright registrations and applications set forth on Schedule 4 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the “Copyrights”);

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions,

and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(f) 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; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

The Parties agree that any Intellectual Property that is an Excluded Asset under the terms of the Purchase Agreement (including, without limitation, Intellectual Property described in Section 1.3(j) of the Purchase Agreement) is being retained by Assignor and will not be conveyed, transferred, or assigned to Assignee under the terms hereof.

2. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4. Further Undertakings. At any time on or after the Closing Date, the parties hereto shall each perform such acts, execute and deliver such instruments, assignments, endorsements and other documents and do all such other things consistent with the terms of this Agreement as may be reasonably necessary to accomplish the transaction contemplated hereby and thereby or otherwise carry out the purposes hereof or thereof.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice 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 those of the State of Delaware.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNOR:

RADIENZ LIVING, LLC
(F/K/A NEW U.S. NONWOVENS, LLC),
a Delaware limited liability company

By: Chris Stone
Name: Chris Stone
Title: CEO

{SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS}

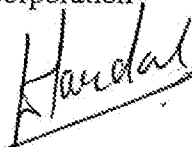
ASSIGNEE:

AWESOME PRODUCTS, INC.
a California corporation

By: _____

Name: Loksarang D. Hardas

Title: President

A handwritten signature in cursive script, appearing to read "Loksarang D. Hardas", written over a horizontal line.

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	SN/RN	Goods	Current Owner of Record²	Notes
Breezy	US	5,136,742	IC3 – Liquid fabric softener; scented fabric refresher spray; laundry detergent; air freshener in the nature of an air fragrancing preparation	RADIENZ LIVING, LLC	Registered
Dynamo	Canada	TMA121485	IC3 – Soap, detergents and cleaners, liquid and aerosol cleaners	RADIENZ LIVING, LLC	Registered
Dynamo	US	645,230	IC3 – Liquid cleaner, cleansers and detergent	RADIENZ LIVING, LLC	Registered
Fab	Canada	TMDA29916	IC3 – Laundry detergent; dishwashing detergent; toilet soap; soap chips; soap powder; dental cream; soapless detergents	RADIENZ LIVING, LLC	Registered
Fab	US	139,710	IC3 - Soaps	RADIENZ LIVING, LLC	Registered
Fab	US	4,309,156	IC3 – Laundry detergent	RADIENZ LIVING, LLC	Registered
Fabric Softener in Fab and Design	Canada	TMA317008	IC3 – Laundry detergent with fabric softener	New U.S. Nonwovens, LLC	Registered
Final Touch	Anguilla	4115	IC1– Fabric rinse preparation and IC3 – Fabric softener sheets	Phoenix Brands LLC	Active
Final Touch	Antigua and Barbuda	6704	IC1 – Fabric rinse preparation and fabric softener sheets	Phoenix Brands LLC	Active
Final Touch	Canada	TMA122161	IC3 – Fabric conditioner and softener	RADIENZ LIVING, LLC	Registered

Final Touch	Dominica	8/2007	Local 47 – Fabric softener sheets	Phoenix Brands LLC	Active
Final Touch	Fiji	334/06	IC1 – Fabric rinse preparation	Phoenix Brands LLC	Active
Final Touch	Fiji	333/06	Local 47 – Fabric softener sheets	Phoenix Brands LLC	Active
Final Touch	Honduras	99778	IC1 – Fabric rinse preparation	Phoenix Brands LLC	Active
Final Touch	Israel	186,301	IC3- Fabric softener sheets and rinse preparations	Phoenix Brands LLC	Active
Final Touch	US	736,986	IC1 – Fabric rinse preparation	RADIENZ LIVING, LLC	Registered
Final Touch	US	1,582,173	IC3 – Fabric softener sheets	RADIENZ LIVING, LLC	Registered
Fresh Expressions	US	4,441,481	IC3 – Fabric softener for laundry use; laundry fragrances booster for laundry use	RADIENZ LIVING, LLC	Registered
Fresh Start	Canada	TMA234669	IC3 – Detergent in liquid and powdered form	RADIENZ LIVING, LLC	Registered
Fresh Start	US	1,072,080	IC3 – All-purpose detergent and cleaner	U.S. NONWOVENS CORP.	Cancelled
ProPax	US	4,441,503	IC3 – Laundry detergent	Phoenix Brands LLC	Registered
Rain Forest	US	2,505,418	IC3 – Laundry detergent	RADIENZ LIVING, LLC	Cancelled
Spring Magic	US	2,887,472	IC3 – Laundry detergent	RADIENZ LIVING, LLC	Registered
Sun Shower Fresh	US	4,960,495	IC3 – Laundry detergent	RADIENZ LIVING, LLC	Registered
Sunrise Fresh	US	3,177,848	IC3 – Laundry detergent	U.S. NONWOVENS CORP.	Cancelled
Tahitian Summer Splash	US	3,985,297	IC3 – Laundry detergent	U.S. NONWOVENS CORP.	Cancelled

Toque De Verano Tahitiano	US	3,985,298	IC3 – Laundry detergent	RADIENZ LIVING, LLC	Cancelled
Tahitian Summer Splash	Canada	TMA822,586	IC3 – Laundry detergent	RADIENZ LIVING, LLC	Registered
Toque De Verano Tahitiano	Canada	TMA827,988	IC3 – Laundry detergent	RADIENZ LIVING, LLC	Registered
Waterfall Fresh	US	2,646,593	IC3 – Laundry detergent	RADIENZ LIVING, LLC	Registered

Radienz Living, LLC Patents Schedule

<u>Title</u>	<u>Country</u>	<u>Appl No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner of Record</u>	<u>Status</u>
Bottle	US	29/363751	D637085	2011-05-03	RADIENZ LIVING, LLC	Issued
Bottle	US	29/365202	D635862	2011-04-12	RADIENZ LIVING, LLC	Issued
Fabric cleaning composition containing zeolite	US	09/449302	6204239	2001-03-20	New U.S. Nonwovens LLC	Issued and expired (end of term)
Fabric cleaning composition containing zeolite	US	09/612,674	6456417	2002-10-15	U.S. Nonwovens Corp.	Issued and expired (end of term)
Fabric cleaning composition containing zeolite	US	09/703274	6465418	2002-10-15	U.S. Nonwovens Corp.	Issued and expired (end of term)

Fabric cleaning composition containing zeolite	US	09/612672	6475982	2002-11-05	New U.S. Nonwovens LLC	Issued and expired (end of term)
Laundry detergent composition containing high-level protease enzyme	US	09/569665	6235697	2001-05-22	U.S. Nonwovens Corp.	Issued and expired (end of term)
Ornamental design for a closure	US	29/123734	D449783 S	2001-10-30	U.S. Nonwovens Corp.	Issued and expired (end of term)
Ornamental design for a bottle	US	29/153168	D461717	2002-08-20	U.S. Nonwovens Corp.	Issued and expired (end of term)

SCHEDULE 2

DOMAIN NAMES

Domain Name	Expiration Date	Registrant Name	Registrant Organization
AjaxHeroes.com	November 13, 2022	U.S. NONWOVENS CORP	U.S. NONWOVENS CORP
AjaxLaundry.com	December 8, 2022	U.S. NONWOVENS CORP	U.S. NONWOVENS CORP
DynamoLaundry.com	December 8, 2022	U.S. NONWOVENS CORP	U.S. NONWOVENS CORP
FabLaundry.com	November 15, 2022	U.S. NONWOVENS CORP	U.S. NONWOVENS CORP
FinalTouchSoftener.com	December 8, 2022	U.S. NONWOVENS CORP	U.S. NONWOVENS CORP

Social Media Accounts

<u>Brand</u>	<u>Social Media</u>	<u>Site</u>
Ajax	Facebook	Facebook.com/AjaxLaundry
Fab	Facebook	Facebook.com/FabLaundry
Dynamo	Facebook	Facebook.com/DynamoLaundry
Final Touch	Facebook	Facebook.com/FinalTouchFreshExpressions

SCHEDULE 3

LOGOS AND SLOGANS

SCHEDULE 4

COPYRIGHTS AND COPYRIGHT APPLICATIONS