

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ontex Operations USA, LLC		09/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Tranzonic Companies		
Street Address:	26301 Curtiss Wright Parkway		
City:	Richmond Heights		
State/Country:	OHIO		
Postal Code:	44143-1454		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1220526	MAXITHINS	
Registration Number:	1315352	MAXITHINS	
CORRESPONDENCE DATA			
Fax Number:	2166216165		
<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>			
Phone:	330-621-1113		
Email:	ltagarao@rennerotto.com		
Correspondent Name:	Lauren Tagarao		
Address Line 1:	1621 Euclid Avenue		
Address Line 2:	Floor 19		
Address Line 4:	Cleveland, OHIO 44115		
NAME OF SUBMITTER:	Lauren K. Tagarao		
SIGNATURE:	/Lauren K. Tagarao/		
DATE SIGNED:	12/19/2022		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment, (“Agreement”), effective as of September 13, 2022 (the “Effective Date”), is entered into by and between Ontex Operations USA, LLC, a Delaware limited liability company, having a place of business at 5900 Windward Parkway, Suite 100, Alpharetta, Georgia 30005 (“Assignor”); and The Tranzonic Companies, an Ohio corporation, having a place of business at 26301 Curtiss Wright Parkway, Suite 200, Richmond Heights, Ohio 44143-1454 (“Assignee”), (collectively, the “Parties”); and

WHEREAS, Assignor has adopted, owns, and is using the trademark “MAXITHINS” as shown in U.S. Registration Nos. 1,220,526, and 1,315,352, and in addition to any common-law rights Assignor has accrued in the trademark, including any rights relating to any additional hygienic products Assignor has sold under the MAXITHINS trademark, Assignor owns the above-referenced federal trademark registrations for use in connection with the goods and/or services identified therein (collectively, the “Trademark”);

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in the Trademark;

WHEREAS, Assignor desires to use the Trademark for a period of time after the Effective Date while Assignor, along with its affiliates and its customers, finish its distribution and sales activities and exhaust inventory for goods sold under the Trademark;

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

1. Assignment. Assignor hereby assigns and transfers to Assignee, Assignor’s entire right, title and interest in and to the Trademark, including U.S. Trademark Registration Nos. 1,220,526 and 1,315,352 and any common law trademark rights therefor, together with the goodwill of the business symbolized by the Trademark. The Trademark is assigned to Assignee on an “as is” basis. Assignor makes no representation or warranty to Assignee under this Agreement, either express or implied, with respect to the Trademark.

2. Phase-Out Period. Assignee consents to the continued use of the Trademark by Assignor and its affiliates and customers on all of its product packaging and marketing materials as currently used by Assignor and its affiliates and customers as of the Effective Date, to finish its distribution and sales activities and exhaust inventory for goods sold under the Trademark for the period starting on the Effective Date and continuing until December 31, 2023 (the “Phase-Out Period”). Assignee hereby grants to Assignor and its affiliates and customers an irrevocable, non-exclusive, royalty-free license to use the Trademark in accordance with this section during the Phase-Out Period; this license shall automatically terminate upon the expiration of the Phase-Out Period.

3. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements

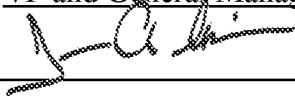
or understandings, whether written or oral, with respect to the same subject matter that are still in force between the Parties.

4. No Modifications. This Agreement may not be supplemented, altered, modified or amended in any manner except by a writing signed by all Parties.

5. This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors. The Parties may not assign any rights or obligations under this Agreement to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, Ontex is entitled to assign the Agreement in whole or partly to its affiliates.

6. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law principles. The Parties consent to jurisdiction in the state or federal courts in Fulton County, Georgia.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

Ontex Operations USA, LLC, a Delaware limited liability company	The Tranzonic Companies, an Ohio corporation
By: <u>James Skinner</u>	By: <u>Tom Friedl</u>
Title: <u>VP and General Manager</u>	Title: <u>Chief Executive Officer</u>
Date: <u></u>	Date: _____