

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798205

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/12/2022
RESUBMIT DOCUMENT ID:	900740809

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
P&S Global Holdings, LLC		12/12/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	VinTech Nano Materials LLC
Street Address:	2447 Technology Way
City:	Springdale
State/Country:	ARKANSAS
Postal Code:	72764
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5365924	NGUARD
Registration Number:	4365298	NGLIDE
Registration Number:	3418958	TUFFTEK
Registration Number:	3331939	NANOGLIDE
Registration Number:	4463526	TRIBOTUFF
Registration Number:	5703483	LUBRICATION REINVENTED
Registration Number:	5703482	LUBRICANTS REINVENTED
Registration Number:	4814145	ENGINEERED USING NANOSCIENCE
Registration Number:	4659949	LESS IS MORE
Registration Number:	4853029	THE BEST GREASE IN THE WORLD
Registration Number:	5702834	THE NANOVERSE
Registration Number:	5564514	ATOMS WORKING SMARTER
Registration Number:	5628370	GUARDX
Registration Number:	5628369	GUARDX
Serial Number:	86509159	NANOMECH
Registration Number:	5703484	TEXTILES REINVENTED
Registration Number:	5056332	SMALL IS THE NEW BIG

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5092018	ATOMLUBE
Registration Number:	4999255	FORM-FUNCTION
Registration Number:	5156478	ATOM OIL
Registration Number:	4547176	THINK SMALL
Registration Number:	4893245	INSERT
Registration Number:	4444427	MAKING ATOMS WORK HARDER AND SMARTER!
Registration Number:	4351739	MACROMOLECULAR
Registration Number:	3674961	NANOMECH
Registration Number:	3405966	NANOSPRAY
Serial Number:	97155091	GUARDX FRESH

CORRESPONDENCE DATA

Fax Number: 2253889133

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: 7138443003

Email: kelly.solomon@keanmiller.com

Correspondent Name: KELLY B. SOLOMON/KEAN MILLER LLP

Address Line 1: 400 CONVENTION STREET, SUITE 700

Address Line 4: BATON ROUGE, LOUISIANA 70802

ATTORNEY DOCKET NUMBER:	P & S GLOBAL AND VINMAR
NAME OF SUBMITTER:	KELLY B. SOLOMON
SIGNATURE:	/KELLY B. SOLOMON/
DATE SIGNED:	03/28/2023

Total Attachments: 5

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NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This *NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT* ("**Trademark Assignment**"), dated as of December 12, 2022, is made by P&S Global Holdings, LLC, ("**Assignor**"), a Delaware limited liability company, with a mailing address at 16825 Northchase Drive, Suite 1400 Houston TEXAS 77060, in favor of VinTech Nano Materials LLC ("**Assignee**"), a Delaware limited liability company, located at 2447 Technology Way, Springdale, Arkansas 72764.

WHEREAS, Assignor acquired rights in the Assigned Trademarks (as defined below) on July 31, 2019 pursuant to an Asset Purchase Agreement dated July 18, 2019 with NanoMech, Inc. (the "**Asset Purchase Agreement**"),

WHEREAS, Assignee is an affiliate of Assignor which was formed to operate some of the assets acquired by Assignor through the Asset Purchase Agreement, which assets were assigned by Assignor to Assignee effective the close of business on July 31, 2019 (the "**Assignment Date**");

WHEREAS, the parties intended that Assignee would acquire the Acquired Trademarks on the Assignment Date and subsequently manufacture and sell products in association with the Acquired Trademarks;

WHEREAS, it is the intention of parties to memorialize this understanding and the transfer of the Acquired Trademarks from Assignor to Assignee, *nunc pro tunc*, to the Assignment Date;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, 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 and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule I hereto, the transfer of such applications accompanies the transfer of that portion of Assignor's business to which the trademark pertains, and that business is ongoing and existing;

(b) 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;

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything to the contrary contained herein, it is the intention of the Parties that the assignment in the Acquired Rights is retroactively effective *nunc pro tunc* to the Assignment Date.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

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

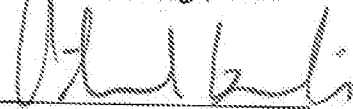
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

**SIGNATURE PAGE TO
NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

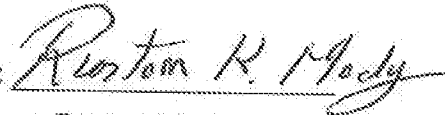
P&S Global Holdings, LLC

By: 

Name: Vishal Goradia

Title: Manager

VinTech Nano Materials LLC

By: 

Name: Rustom Mody

Title: CEO

SCHEDULE 1**Assigned Trademarks**

Mark	Jurisdiction	Registration Number
nGUARD	United States	5,365,924
NGLIDE	United States	4,365,298
TuffTek	United States	3,418,958
NanoGlide	United States	3,331,939
TRIBOTUFF	United States	4,463,526
LUBRICATION REINVENTED	United States	5,703,483
LUBRICANTS REINVENTED	United States	5,703,482
ENGINEERED USING NANOSCIENCE	United States	4,814,145
LESS IS MORE	United States	4,659,949
THE BEST GREASE IN THE WORLD	United States	4,853,029
THE NANOVERSE	United States	5702834
ATOMS WORKING SMARTER	United States	5564514
GUARDX	United States	5628370
GUARDX	United States	5628369
NANOMECH	United States	86509159
TEXTILES REINVENTED	United States	5703484
CUTTING TOOLS REINVENTED	United States	5703481
SMALL IS THE NEW	United States	5056332

BIG		
ATOMLUBE	United States	5092018
FORM-FUNCTION	United States	4999255
ATOM OIL	United States	5156478
THINK SMALL	United States	4547176
NSERT	United States	4893245
MAKING ATOMS WORK HARDER AND SMARTER!	United States	4444427
MACROMOLECULAR	United States	4351739
NANOMECH	United States	3674961
NANOSPRAY	United States	3405966
GUARDX FRESH	United States	Serial no. 97/155091