

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New SPS Crossfolds, LLC		05/03/2023	Limited Liability Company: DELAWARE
Radienz Living, LLC	FORMERLY New U.S. Nonwovens, LLC	05/03/2023	Limited Liability Company: DELAWARE
SJC DLF III-Q, LLC		05/03/2023	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: 1			
Property Type	Number	Word Mark	
Registration Number:	2527208	OXYDOL	
CORRESPONDENCE DATA			
Fax Number:	8183402859		
<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:	818-347-7900		
Email:	aaron@kelly-kelleylaw.com		
Correspondent Name:	AARON T. BORROWMAN, KELLY & KELLEY, LLP		
Address Line 1:	6320 Canoga Ave, Suite 1650		
Address Line 4:	Woodland Hills, CALIFORNIA 91367		
NAME OF SUBMITTER:	Aaron T. Borrowman		
SIGNATURE:	/Aaron T. Borrowman/		
DATE SIGNED:	05/19/2023		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this “Assignment”), dated as of May 3, 2023, is made by and between Awesome Products, Inc., a California corporation (“Assignee”), Radienz Living, LLC (f/k/a New U.S. Nonwovens, LLC, now known as Old LW, LLC), a Delaware limited liability company (“Radienz”), New SPS Crossfolds, LLC, a Delaware limited liability company (“New SPS Crossfolds”), and SJC DLF III-Q, LLC, a Delaware limited liability company (“SJC DLF III-Q”) (Radienz, New SPS Crossfolds, and SJC DLF III-Q collectively, “Assignor”). Assignee and Assignor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

A. Assignee and Radienz are parties to that certain Asset Purchase Agreement dated as of September 13, 2023 (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 meanings ascribed to such terms in the Purchase Agreement.

B. Under and subject to the terms and conditions of the Purchase Agreement, Radienz agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property Assets of Radienz, and Radienz and Assignee agreed to execute and deliver an assignment for recording with the applicable Governmental Authorities.

C. Assignor wishes to enter into this Assignment to correct documentation on record with certain Governmental Authorities so as to reflect and confirm the transfer of certain Intellectual Property Assets of Radienz to Assignee.

The Parties, therefore, hereby agree as follows.

1. Assignment. For 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;

(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 (including for the avoidance of doubt, any common law rights);

(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, 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) 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 Radienz 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. 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.

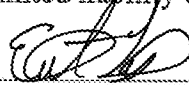
7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]


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

ASSIGNOR:

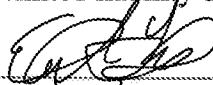
NEW SPS CROSSFOLDS, LLC
a Delaware limited liability company

By: 
Name: Ernest Le-y
Title: CEO

SJC DLF III-Q, LLC,
a limited liability company

By: 
Name: Stephen J. Cook
Title: Executive Officer and President

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

By: 
Name: Ernest Le-y
Title: CEO

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

SCHEDULE 1

IP Office	App. No.	Filing Date	Issue Date	Class No.	Reg. No.
United States (USPTO)	76168450	11/20/2000	1/8/2002	3	2527208
Mexico (IMPI)	172468	7/8/1993	10/4/1995	3	506519
Canada (CIPO)	183032	9/14/1943	9/14/1943	3	UCA18485