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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM812684

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ranger Ready Inc.		04/21/2023	Corporation: DELAWARE
The PIC20 Group, LLC		04/21/2023	Limited Liability Company: CONNECTICUT

RECEIVING PARTY DATA

Name:	Ash Developments, LLC	
Street Address:	85 West Street	
City:	Walpole	
State/Country:	MASSACHUSETTS	
Postal Code:	02081	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5656751	RANGER READY REPELLENTS
Registration Number:	5656647	RANGER READY REPELLENT
Registration Number:	5849071	RANGER READY REPELLENT
Registration Number:	5656562	RANGER READY
Registration Number:	6654036	RANGER READY SCENT ZERO
Registration Number:	6044217	SCENT ZERO
Registration Number:	6489803	P2 PAK
Registration Number:	6247386	RANGER READY
Serial Number:	97061335	GARDENER'S SHIELD
Serial Number:	87436259	PIC20

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: 6785175110

Email: lindsey.corbin@thras.io

Correspondent Name: Lindsey Corbin Address Line 1: 85 West Street

TRADEMARK REEL: 008082 FRAME: 0532

900774995

Address Line 4: Walp	ole, MASSACHUSETTS 02081
NAME OF SUBMITTER:	Lindsey Corbin
SIGNATURE:	/lindsey corbin/
DATE SIGNED:	05/24/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of April 21, 2023, and is by and among Ranger Ready Inc., a Delaware corporation ("Ranger Ready"), The PIC20 Group, LLC ("Pic20", and together with Ranger Ready, the "Seller" or the "Assignors" and each a "Assignor") and Ash Developments, LLC, a Delaware limited liability company ("Assignee") pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor and the other parties thereto (as may be amended, supplemented, acquired or otherwise modified from time to time, the "Purchase Agreement"). Together Assignee and the Assignor shall be referred to herein as the "Parties" or each, a "Party". Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

- 1. <u>Assignment</u> 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, assumes, and receives all of Assignor's right, title, goodwill, and interest in and to the following (collectively, the "**Intellectual Property Assets**"):
 - a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held including those set forth in Exhibit A attached hereto (collectively, the "Copyrights");
 - b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
 - c. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;
 - d. all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including those set forth in Exhibit A attached hereto (collectively, the "Patents");
 - e. all trademark and service mark rights, slogans, trade dress, and tradenames,

trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected therewith, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Trademarks**");

- f. all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the "Mask Works");
- g. all internet websites and internal domain names, including, without limitation, those set forth on Exhibit A attached hereto (collectively, the "**Domain Names**");
- h. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on Exhibit A attached hereto (collectively, the "Social Media Accounts");
- i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above:
- j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "Licenses");
- k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and
- l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 2. <u>Recordation and Further Actions</u> Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.
- 3. <u>Further Assurances</u> Following the date hereof, upon Assignee's request, 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 Intellectual Property Assets to Assignee, or any assignee or successor thereto.
 - 4. <u>Entire Agreement</u> This Agreement, the Exhibits hereto, the Purchase Agreement

and the other documents and agreements contemplated thereby, including without limitation Seller Affidavit contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

- 5. <u>Amendment and Assignment.</u> This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns
- 6. <u>Severability</u>. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
- 7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic 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 the State of Delaware. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 9.11 and 9.12 of the Purchase Agreement.
- 8. <u>Counterparts; Electronic Signatures.</u> This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNORS:

RANGER READY INC.

By: Clinis Funts

213D735897748C...

Name: Chris Fuentes

Title: Founder | CEO

THE PIC20 GROUP, LLC

y: Theodore Kesten, Manager

By: (Uris Fuentes

Chris L. Fuentes, Manager

ASSIGNEE:

ASH D Michael Faley LLC

Name: Michael Fahey

Title: Secretary

Signature Page to Intellectual Property Assignment Agreement Page 4 of 4

EXHIBIT A INTELLECTUAL PROPERTY ASSETS

(i) INTELLECTUAL PROPERTY REGISTRATIONS:

Registered Trademarks				
Mark	Jurisdiction	Type (Word or Design)	Registration Number	Owner (Entity/Individual)
Ranger Ready Repellent	AU	Wordmark	2130647	The Pic20 Group, LLC
Ranger Ready Repellent	TW	Wordmark	2164656	The Pic20 Group, LLC
Ranger Ready Repellent	NZ	Wordmark	1161966	The Pic20 Group, LLC
Ranger Ready Repellent	EU	Wordmark	018320738	The Pic20 Group, LLC
Ranger Ready Repellent	UK	Wordmark	00003542533	The Pic20 Group, LLC
Ranger Ready Repellents	US	Wordmark	5656751	The Pic20 Group, LLC
Ranger Ready Repellent	US	Wordmark	5656647	The Pic20 Group, LLC
Ranger Ready Repellent	BR	Wordmark	921197845	The Pic20 Group, LLC
Ranger Ready Repellent (Logo)	EU	Design Mark	018052379	The Pic20 Group, LLC
Ranger Ready Repellent (Logo)	UK	Design Mark	00918052379	The Pic20 Group, LLC
Ranger Ready Repellent (Logo)	MX	Design Mark	M2194709	The Pic20 Group, LLC
Ranger Ready Repellent (Logo)	TW	Design Mark	0243415	The Pic20 Group, LLC
Ranger Ready Repellent (Logo)	UK	Design Mark	00003390021	The Pic20 Group, LLC
Ranger Ready Repellent (Logo)	CA	Design Mark	1955623	The Pic20 Group, LLC
Ranger Ready Repellent (Logo)	US	Design Mark	5849071	The Pic20 Group, LLC
Ranger Ready	US	Wordmark	5656562	The Pic20 Group, LLC
Ranger Ready Scent Zero	US	Wordmark	6654036	The Pic20 Group, LLC
Scent Zero	US	Wordmark	6044217	The Pic20 Group, LLC
P2 Pak	US	Wordmark	6489803	The Pic20 Group, LLC
Ranger Ready	US	Wordmark	6247386	The Pic20 Group, LLC
Ranger Ready Repellent	AU	Wordmark	2130647	The Pic20 Group, LLC
Ranger Ready Repellent	TW	Wordmark	2164656	The Pic20 Group, LLC
Ranger Ready Repellent	NZ	Wordmark	1161966	The Pic20 Group, LLC

(ii) UNREGISTERED TRADEMARKS:

Mark	Type	Application Number (if any)	First Use Date	First Use in Commerce
(Ranger Ready) Gardener's Shield	ITU - word	97061335	N/A	N/A
Ranger Ready Repellent	Wordmark	2057295	CA	
Ranger Ready Repellent	Design Mark	M2194709	MX	

Pic20	Wordmark	87436259	US	Abandoned	

(iii)SOFTWARE:

N/A

(iv)OTHER INTELLECTUAL PROPERTY ASSETS:

DOMAIN NAMES

URL	Registrar
rangerreadyrepellent.com	ipage
rangerreadyrepellents.com	ipage
gardenersshield.org	ipage
tickbornedisease.net	ipage
pic-20.net	ipage
picaridina20.com	ipage
picaridin20.net	ipage
rangerready.net	ipage
picaridina.com	ipage
dontdeet.com	ipage
rangerready.org	ipage
gardenersshield.net	ipage
pic-20.org	ipage
picaridin20.com	ipage
rangerready.com	ipage
pic-20.com	ipage
gardenersshield.com	ipage
picaridin10.com	ipage
rangerreadyonamazon.com	ipage
rangerready.ca	Domains Canada

SOCIAL MEDIA ACCOUNTS

SOCIAL MEDIA ACCOUNTSSocial Media Platform	URL
Facebook	https://www.facebook.com/RangerReadyRepellents/

Instagram	https://www.instagram.com/rangerreadyrepellents/?hl=en
Twitter	https://twitter.com/rrrepellents?lang=en
LinkedIn	https://www.linkedin.com/company/rangerreadyrepellents

RECORDED: 05/24/2023