# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM824869

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

### **CONVEYING PARTY DATA**

Name	Name Formerly		Entity Type	
Maverix Solutions, Inc.		07/07/2023	Corporation: CALIFORNIA	

# **RECEIVING PARTY DATA**

Name:	Chem-Trend Limited Partnership	
Street Address:	1445 West McPherson Park Drive	
City:	Howell	
State/Country:	MICHIGAN	
Postal Code:	48843	
Entity Type:	Limited Partnership: MICHIGAN	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Serial Number:	78556463	MAVCOAT	

# CORRESPONDENCE DATA

Fax Number: 7343545575

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: 7343545332

Email: connie.mclean@fnacc.com

Correspondent Name: Connie McLean

Address Line 1: 47774 West Anchor Court Address Line 4: Plymouth, MICHIGAN 48170

NAME OF SUBMITTER:	Connie McLean
SIGNATURE:	/Connie McLean/
DATE SIGNED:	07/17/2023

### **Total Attachments: 4**

source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif

> **TRADEMARK** REEL: 008135 FRAME: 0381

#### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("<u>Trademark Assignment</u>"), is dated and effective as of July 7, 2023 (the "<u>Effective Date</u>"), by and between Maverix Solutions, Inc., a California corporation ("<u>Assignor</u>"), and Chem-Trend Limited Partnership, a Michigan limited partnership ("<u>Assignee</u>").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration identified more fully in the attached Schedule A (collectively, the "Assigned Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 24, 2023 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, substantially all the assets of Assignor, including the Assigned Trademarks and the goodwill of the business symbolized thereby. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor wishes to assign the Assigned Trademarks to Assignee, and Assignee wishes to acquire the Assigned Trademarks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to the Purchase Agreement:

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors, assigns and legal representatives, all of Assignor's right, title and interest in and throughout the world in and to the Assigned Trademarks (including any common law rights that may exist and are associated therewith), and all goodwill associated therewith, free and clear of all Liens other than Permitted Liens. Assignor further assigns to Assignee, relating to the Assigned Trademarks, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to all income, royalties, damages, proceeds, or payments, including without limitation, all claims, causes of action, and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from any of the foregoing, and all rights to pursue and collect damages, costs, attorney's fees, injunctive relief and other remedies for past, present or future infringement, dilution, or other violation thereof, and all unregistered trademarks, together with all adaptations, derivations, and combinations thereof, and all goodwill of the business symbolized by the Assigned Trademarks associated therewith.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Assigned Trademarks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

4884-3234-3644.v4

#### **Execution Final**

Assignor agrees that upon request it will, at any time at Assignee's expense, execute and deliver all necessary documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made hereby.

All representations and warranties of Assignor in the Purchase Agreement are hereby incorporated into this Trademark Assignment. Assignor will warrant and defend the sale, conveyance, transfer and assignment of the Assigned Trademarks to Assignee against all persons.

This Trademark Assignment shall become effective as of 12:01 a.m. Eastern Standard Time on the Effective Date.

This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. This Trademark Assignment, to the extent delivered by means of a facsimile machine or electronic mail or with an electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com, will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature page follows]

TRADEMARK REEL: 008135 FRAME: 0383 IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by the duly authorized officer of each of the undersigned parties as of the date first above written.

# **ASSIGNOR:**

Maverix Solutions, Inc.

By: Mark A. Dango

Name: Mark A. Danzo
Title: President

### **ASSIGNEE:**

Chem-Trend Limited Partnership

Devanir Moraes

By: Vexact Word
Name: Devanir Moraes

Title: President & CEO

By: Chandler Smith

Name: Chandler Smith

Title: Executive Vice President & CFO

**RECORDED: 07/17/2023** 

# **Execution Final**

# **SCHEDULE A**

# **Assigned Trademarks**

<u>Mark</u>	Country	Serial No.	Filed Date	<u>Status</u>
3.6	TIC	79 556 462	Ianuary 29, 2005	Dogistored
Mavcoat	US	78-556,463	January 29, 2005	Registered

TRADEMARK REEL: 008135 FRAME: 0385