

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Disinfexol LLC		08/18/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Berkshire Corporation		
Street Address:	21 River Street		
City:	Great Barrington		
State/Country:	MASSACHUSETTS		
Postal Code:	01230		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6113842	DISINFEXOL	
Registration Number:	6080469	DISINFEXOL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	12128376000		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Patrice P. Jean		
Address Line 1:	One Battery Park Plaza		
Address Line 2:	Hughes Hubbard & Reed LLP		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	009599-00001		
NAME OF SUBMITTER:	Patrice P. Jean		
SIGNATURE:	/Patrice P. Jean/		
DATE SIGNED:	08/21/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of August 18, 2023 (this “**Trademark Assignment**”) is made by Disinfexol LLC, a Delaware limited liability company (“**Assignor**”), in favor of Berkshire Corporation, a Delaware corporation (“**Assignee**”). Capitalized terms used but not defined in this Trademark Assignment have the meanings assigned to them in the Asset Purchase Agreement dated as of the date of this Trademark Assignment (the “**Purchase Agreement**”) among Assignee, Assignor and the other parties set forth therein.

Concurrently with the execution of this Trademark Assignment, Assignor is consummating the transactions contemplated by the Purchase Agreement, pursuant to which, among other things, Assignor has agreed to contribute, convey, transfer, assign and delivered to Assignee all of Assignor’s right, title and interest in and to, among other things, the Assigned Trademarks (as defined below); and

Assignor and Assignee desire to execute this Trademark Assignment for purposes of recording the assignment of the Assigned Trademarks (as defined below) and filing this Trademark Assignment with the United States Patent and Trademark Office and/or any other applicable intellectual property offices and/or similar agencies outside of the United States, as may be necessary to effectuate the assignment of the Assigned Trademarks.

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby contributes, conveys, transfers, assigns and delivers to Assignee all of Assignor’s right, title and interest throughout the world in and to (a) the Trademarks (and the registrations and applications therefor) listed on Attachment 1 and all goodwill corresponding thereto (collectively, the “**Assigned Trademarks**”) and (b) (i) all rights pertaining to the Assigned Trademarks arising under international treaties and convention rights; (ii) the right and power to assert, defend and recover title to the Assigned Trademarks; (iii) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to the Assigned Trademarks; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of the Assigned Trademarks; and (v) all administrative rights arising from the Assigned Trademarks, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to the Assigned Trademarks.

2. This Trademark Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and will become effective when one or more counterparts have been signed by a party and delivered to the other parties. Copies of executed counterparts transmitted by fax or email shall be considered original executed counterparts for purposes of this Section 2, provided that receipt of copies of such counterparts is confirmed.

3. This Trademark Assignment is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede, enlarge, modify, or waive any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. To the extent any provision of this Trademark Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

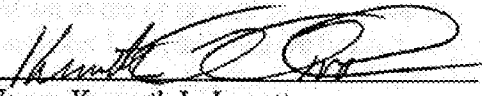
4. This Trademark Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

[The next page is the signature page.]

Assignor has executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

DISINFEXOL LLC

By: 

Name: Kenneth L. Lovett

Title: CEO



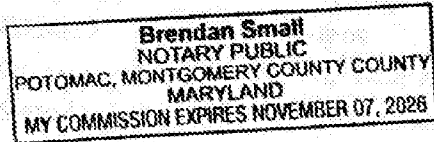
STATE OF MARYLAND)

) ss.

COUNTY OF MONTGOMERY)

This 16 day of August 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth L. Lark known to me or proved to me on the basis of satisfactory evidence to be the owner of Disinfexol LLC, a Delaware limited liability company ("Disinfexol"), and acknowledged to me that he executed the same in his capacity identified above on behalf of Disinfexol, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument on behalf of Disinfexol.

Dated: August 16, 2023




[Signature]
Name:

My Commission expires: 11/07/2026

(NOTARIAL SEAL)

ATTACHMENT 1

COMPANY MARKS

Trademark	Trademark Number	Registration Date	Registration Number
DISINFEXOL	87243883	7/28/20	6113842
	87453074	6/16/20	6080469