

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H2 Acquisition, LLC		08/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Willert Home Products, Inc.		
Street Address:	4044 Park Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63110		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4044713	ZAP-A-ROACH	
CORRESPONDENCE DATA			
Fax Number:	3146215065		
<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:	3146215070		
Email:	iptm@atllp.com		
Correspondent Name:	Courtney Jackson		
Address Line 1:	7700 Forsyth Blvd., Ste. 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	2068-TBD		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	09/14/2023		
Total Attachments: 4			
source=Assignment (ZAP-A-ROACH) 12SEP2023-60526666#page1.tif			
source=Assignment (ZAP-A-ROACH) 12SEP2023-60526666#page2.tif			
source=Assignment (ZAP-A-ROACH) 12SEP2023-60526666#page3.tif			
source=Assignment (ZAP-A-ROACH) 12SEP2023-60526666#page4.tif			

CH \$40.00 4044713

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") dated as of this 30th day of August, 2023, is entered into by and between H2 Acquisition, LLC ("Assignor") and WILLERT HOME PRODUCTS, INC. ("Assignee"). Assignor and Assignee are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to purchase and assume from Assignor, the Purchased Assets and the Assumed Liabilities pursuant to that certain Purchase and Sale Agreement, dated as of August 30, 2023, by and between Assignor and Assignee (the "Purchase Agreement") (capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement); and

WHEREAS, this Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, IT IS AGREED THAT:

1. Assignment. Assignor shall and hereby does irrevocably and perpetually assign, convey and transfer to Assignee all of Assignor's right, title and interest in all of the Purchased Assets, including, without limitation:

(a) all of the registered intellectual property, applications for intellectual property set forth on Schedule 1 hereto, together with the goodwill associated therewith (collectively referred to as the "Intellectual Property");

(b) all rights of any kind whatsoever of Assignor accruing under any of the Intellectual Property provided by applicable law, including without limitation, Intellectual Property rights arising from, out of, or by virtue of, common law rights of any country;

(c) any and all royalties, fees, income, payments, and other proceeds due or payable after the date hereof with respect to any of the Intellectual Property;

(d) all related rights of priority and protection of interests of any of the Intellectual Property;

(e) all goodwill appurtenant to the Intellectual Property; and

(f) any and all claims, warranties, credits, causes of action, and rights of Assignor, with respect to any of the Intellectual Property, whether accruing before, on and/or after the date hereof, including in each case rights to set-off, indemnity, warranty, reimbursement, refunds, recoupment, damages, specific performance or other equitable relief, and all other rights of enforcement or recovery possessed by Assignor from or against any third party, 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, regardless of whether or not such rights are currently exercisable or such claims have been asserted.

2. Maintenance, Prosecution, and Enforcement. After the closing of the transactions contemplated under the Purchase Agreement, Assignee shall be solely responsible for maintaining and prosecuting and enforcing any registrations of the intellectual property, including recordation, filing and prosecution of all necessary applications, and the payment of all necessary fees due as a result of events, occurrences or omissions arising on or after the Closing Date and relating to the Purchased Assets that constitutes registered intellectual property.

3. Successors and Assigns. This Assignment shall be binding on and shall inure to the benefit of the Parties and their successors and assigns. Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Terms of Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. Assignee acknowledges that Assignor makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement. To the extent any conflict or inconsistency arises between any of the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Further Assurances. The Assignor and Assignee shall execute and deliver such further instruments and take such other action as may be necessary or advisable or is reasonably requested by the other party to make effective the transactions contemplated hereby.

6. Severability. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

7. Entire Agreement; Amendment. The Purchase Agreement (including the schedules thereto) and this Assignment constitute the Parties' entire agreement with respect to the subject matter hereof and supersede all prior or contemporaneous negotiations, communications, discussions and correspondence concerning such subject matter. This Assignment may be amended or modified only with the prior written consent of the Parties and may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the Assignor and Assignee.

[Signature Pages Follow]

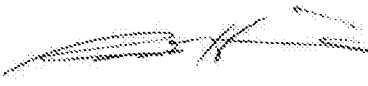
IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.


ASSIGNOR:

ASSIGNEE:

H2 ACQUISITION, LLC

WILLERT HOME PRODUCTS, INC.

By: 
Name: Robert Himmel
Title: Head of Commercial and Industrial, NA

By: 
Name: Brian M. Wampler
Title: CEO

Schedule 1

Registered Trademarks:

Trademark/ Registration Number/ Serial Number	Status/Key Dates	Class/ Goods/Services	Owner Information
ZAP-A-ROACH RN: 4044713 SN: 85274721	Renewed, January 21, 2022 Office Status: Registered and Renewed Int'l Class: 05 First Use: December 31, 2003 Filed: March 23, 2011 Registered: October 25, 2011 Last Renewal: October 25, 2021 Register Type: Principal Register	Int'l Class: 05 (Int'l Class: 05) Insecticides for domestic use	Hbc Chemical LLC (Delaware Limited Liability Company) 324A HALF ACRE ROAD, Cranbury, New Jersey 08512 United States of America

Common Law Trademarks:

