

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Douglas Products and Packaging Company LLC		12/28/2018	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Duke's Root Control, Inc.		
Street Address:	400 Airport Rd., Ste E		
City:	Elgin		
State/Country:	ILLINOIS		
Postal Code:	60123		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3953409	VAPOROOTER	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	913-647-9050		
Email:	tmdocketing.herman@hoveywilliams.com		
Correspondent Name:	Joan O. Herman / HOVEY WILLIAMS LLP		
Address Line 1:	10801 Mastin Blvd.		
Address Line 2:	Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	41374; 3700.00020		
NAME OF SUBMITTER:	Joan Optican Herman		
SIGNATURE:	/Joan Optican Herman/		
DATE SIGNED:	09/18/2023		
Total Attachments: 4			
source=Vaporooter Trademark Assignment#page1.tif			
source=Vaporooter Trademark Assignment#page2.tif			
source=Vaporooter Trademark Assignment#page3.tif			

CH \$40.00 3953409

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “**Assignment**”) is made as of December 28, 2018 by Douglas Products and Packaging Company LLC, a Missouri limited liability company, (“**Assignor**”) to Duke’s Root Control, Inc., a New York corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Stock and Asset Purchase Agreement (the “**Agreement**”) dated as of December 28, 2018 (the “**Effective Date**”), whereby Assignor agreed to convey, transfer, assign and sell to Assignee those certain trademark applications and registered trademarks as set forth on Schedule I (collectively, the “**Assigned Marks**”); and

WHEREAS, Assignee agreed to purchase, accept and assume from Assignor all of Assignor’s right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, subject to the terms and conditions of the Agreement the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. As of the Effective Date, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases and accepts, all of Assignor’s right, title and interest in and to the Assigned Marks, together with the goodwill of the business and activities generated thereby, symbolized thereby and associated therewith; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Following the Effective Date, Assignor hereby authorizes and requests the United States Commissioner for Patents and Trademarks with the United States Patent and Trademark Office to record Assignee as the owner and assignee of the entire right, title and interest in, to and under the Assigned Marks set forth on Schedule I.
3. From and after the Effective Date, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action, as may reasonably be necessary to give effect to the transactions contemplated by this Assignment.
4. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.
5. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

6. This Assignment shall be governed by, and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws rules thereof.
7. If any provision of this Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of any other Assigned Marks.
8. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

DOUGLAS PRODUCTS AND PACKAGING COMPANY LLC

as Assignor

DocuSigned by:

By: Chris Bridgnell
98A24023D00E47A...

Name: Chris Bridgnell

Title: Chief Financial Officer

DUKE'S ROOT CONTROL, INC.

as Assignee

DocuSigned by:

By: Chris Bridgnell
98A24023D00E47A...

Name: Chris Bridgnell

Title: Chief Financial Officer

SCHEDULE I

Assigned Marks

Trademark	Registration Number	Issue Date
VAPOROOTER	3,953,409	5/3/2011