

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM842904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penetone Corporation		09/29/2023	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Chemisphere Corporation		
Street Address:	10250 Constellation Boulevard, Ste. 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2348729	WINDOW JETKLEER	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6030.198		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	09/29/2023		
Total Attachments: 5			
source=Chemisphere Trademark Assignment#page1.tif			
source=Chemisphere Trademark Assignment#page2.tif			
source=Chemisphere Trademark Assignment#page3.tif			
source=Chemisphere Trademark Assignment#page4.tif			

OP \$40.00 2348729

TRADEMARK ASSIGNMENT

WHEREAS, **Penetone Corporation**, (Assignor), a New Jersey corporation with a business address at 125 Kingsland Avenue, Clifton, New Jersey, 07014, pursuant to the Asset Purchase Agreement dated September 29, 2023 (the “**Asset Purchase Agreement**”) has agreed to sell, transfer, assign, convey, and deliver to **Chemisphere Corporation**, (Assignee), a Delaware corporation with a business address at 10250 Constellation Boulevard, Ste. 300, Los Angeles, CA 90067, its successors, assigns, nominees, or other legal representatives, the entire right, title, interest, and goodwill in and to the trademarks/service marks identified on attached **Exhibit A** (collectively, the “**Trademarks**”). Capitalized terms used but not defined herein will have the meanings ascribed to such terms in the Asset Purchase Agreement

WHEREAS, in order to effectuate Assignor’s assignment to Assignee of its entire rights, title and interests in and to the Trademarks, Assignor is executing this instrument of assignment (this “**Agreement**”).

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby transfers, assigns, conveys, and delivers to Assignee, Assignor’s entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.

1. Together with Assignor’s worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

2. Assignor agrees to perform all affirmative acts which may be necessary to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign Office, at Assignee’s expense, as well as to reasonably cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee’s expense.

3. Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

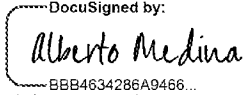
4. Sections 8.2 (Notices), 8.6 (Non-Waiver), 8.8 (Severability), 8.14 (Consent to Jurisdiction) and 8.15 (Waiver of Jury Trial) of the Asset Purchase Agreement are incorporated herein by reference mutatis mutandis.

5. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute be deemed to be one and the same instrument. Counterpart signature pages to this Agreement may be delivered by electronic delivery (i.e., by e-mail of a pdf signature page or via DocuSign), and each such counterpart signature page will constitute an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on this
29th day of September, 2023.

Penetone Corporation (Assignor)

By:  _____
(signature)

Printed Name: Jesus Alberto Medina

Title: Authorized Signatory

Chemisphere Corporation (Assignee)

By: _____
(signature)

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on this
29th day of September, 2023.

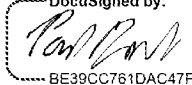
Penetone Corporation (Assignor)

By: _____
(signature)

Printed Name: _____

Title: _____

Chemisphere Corporation (Assignee)

By:  _____
(signature)

Printed Name: Paul Bridwell

Title: Vice President

EXHIBIT A
TRADEMARKS

Registered Trademarks:

Mark	Appn. No.	Filing Date	Reg. No.	Reg. Date	Country
WINDOW JETKLEER	75/754,540	July 19, 1999	2,348,729	May 9, 2000	U.S.

Unregistered Trademarks:

PENBLITZ 219M-L
PENBLITZ 422H
PENSTRIP
PENSTRIP 3936C
PENSTRIP M-3936B *
RAYTHEON CLEANING - CPC STARTER KIT
WINDOW JETKLEER PUMP