

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scott's Liquid Gold-Inc.		01/23/2023	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Nakoma Products LLC		
Street Address:	8455 South 77th Avenue		
City:	Bridgeview		
State/Country:	ILLINOIS		
Postal Code:	60455		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5666804	LIQUID GOLD	
Registration Number:	6049685	ONE CLEAN HOME	
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:	303-473-2710		
Email:	docket@hollandhart.com		
Correspondent Name:	Scott S. Havlick		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attention: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	19796.0307		
NAME OF SUBMITTER:	Scott S. Havlick		
SIGNATURE:	/Scott S. Havlick/		
DATE SIGNED:	10/16/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of January 23, 2023, is made by SLG Chemicals, Inc., a corporation organized and existing under the laws of the State of Colorado, and Scott’s Liquid Gold-Inc., a corporation organized and existing under the laws of the State of Colorado (collectively with SLG Chemicals, Inc., “**Seller**”), in favor of Nakoma Products LLC, a limited liability company organized and existing under the laws of the State of Illinois (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller, on the other hand, dated as of the date herewith (“**APA**”). The capitalized terms in this Trademark Assignment are as defined in the APA, unless expressly defined otherwise in this Trademark Assignment.

RECITALS

WHEREAS, Seller is the owner of all present and future right, title and interest in and to the trademarks listed on the attached Schedule A hereto, and all applications, registrations and renewals in connection therewith (“**Assigned Trademarks**”), together with all goodwill and similar value associated with any of the foregoing; and

WHEREAS, in connection with the APA, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, among other assets, the Assigned Trademarks.

NOW, THEREFORE, for and in consideration of the above recitals, and other good and valuable consideration, including the consideration set forth in the APA and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. **Assignment.** Effective as of the Closing Date, Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer and its successors and assigns, and Buyer hereby purchases and acquires from Seller, (a) all present and future right, title and interest in and to the Assigned Trademarks, together with all goodwill and similar value associated with any of the foregoing; and (b) any and all other rights to existing and future registrations and applications for any of the foregoing, and all other proprietary rights in, or relating to, any of the foregoing, including remedies against and rights to sue for past infringements, and rights to damages and profits due or accrued in or relating to any of the foregoing.

2. **Recordation.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer.

3. **Further Assurances.** Without limiting Seller’s obligations pursuant to the APA, Seller acknowledges and agrees that, at any time and from time to time after the Closing, it will execute and deliver to Buyer such further conveyances, assignments or other written assurances as Buyer may reasonably request to perfect and protect Buyer’s title to the Assigned Trademarks.

4. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of

a conflict or an apparent conflict between the provisions of this Trademark Assignment and the provisions of the APA, the provisions of the APA shall control.

5. **Choice of Law; Submission to Jurisdiction; Waiver of Jury Trial.** This Trademark Assignment shall be governed by and construed under and the rights of the parties determined in accordance with the Laws of the State of Delaware (without reference to the choice of law provisions of the State of Delaware). Except as otherwise provided in this Trademark Assignment, any proceeding or litigation arising out of or relating to this Trademark Assignment shall be brought in the courts of the State of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding or litigation, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of such proceeding or litigation shall be heard and determined only in any such court, and agrees not to bring any proceeding or litigation arising out of or relating to this Trademark Assignment hereunder in any other court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT OR THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

6. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. **Amendment and Modifications; No Waiver.** This Trademark Assignment may only be amended, modified, or supplemented in writing signed by each party. No waiver of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Trademark Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.


8. **Counterparts; Electronic Signatures.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[Signature pages follow]

IN WITNESS WHEREOF, Buyer and Seller have caused this Trademark Assignment to be executed as of the day and year first above written.

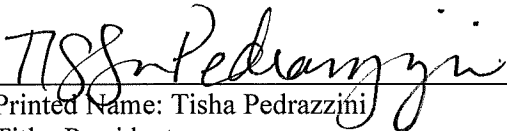
“SELLER”

Scott’s Liquid Gold-Inc.



Printed Name: Tisha Pedrazzini
Title: President

SLG Chemicals, Inc.



Printed Name: Tisha Pedrazzini
Title: President

“BUYER”

Nakoma Products LLC

Printed Name: Walter Bransen
Title: President

"BUYER"

Nakoma Products LLC

By: Walter Bransen

Name: Walter Bransen

Title: President

Signature Page to Trademark Assignment Agreement




TRADEMARK
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Schedule A

Assigned Trademarks

Registered Trademarks and Pending Trademark Applications

Registered Trademarks

Record Owner	Trademark		Country	Application No	Application Date	Registration No	Registration Date	Int. Classes	Trademark Status
Seller	SLG Droplet Outline Logo		Canada	2015496	Nov 7, 2019	Pending	Pending	2, 3	Pending
Seller	SLG Droplet Outline Logo		United States of America	88421390	May 8, 2019	6228890	Dec 22, 2020	2, 3	Registered
Seller	SLG Droplet Outline Logo		WIPO	1517970	Nov 7, 2019	1517970	Nov 7, 2019	2, 3	Registered
Seller	LIQUID GOLD		Canada	1914928	Aug 14, 2018	TMA1094311	Feb 24, 2021	2, 3	Registered
Seller	LIQUID GOLD		EUTM	003113818	Mar 28, 2003	003113818	Oct 22, 2004	3, 5	Registered
Seller	LIQUID GOLD		United Kingdom	UK0090311818	Mar 28, 2003	UK0090311818	Oct 22, 2004	3, 5	Registered
Seller	LIQUID GOLD		United States of America	88076505	Aug 13, 2018	5666804	Jan 29, 2019	3	Registered
Seller	LIQUID GOLD (Stylized)		United States of America	73003605	Oct 15, 1973	1012758	Jun 10, 1975	3	Registered
Seller	LIQUID GOLD DROP LOGO		Canada	1914929	Aug 14, 2018	TMA 1094326	Feb 24, 2021	2, 3	Registered
Seller	ONE CLEAN HOME		Canada	2011219	Feb 12, 2020	Pending	Pending	3	Pending
Seller	ONE CLEAN HOME		United States of America	88575608	Aug 12, 2019	6049685	May 5, 2020	3	Registered
Seller	SCOTT'S LIQUID GOLD		Canada	0354770	Jun 28, 1972	TMA190460	Apr 27, 1973	3, 5	Registered
Seller	SCOTT'S LIQUID GOLD		Canada	0449423	Jan 30, 1980	TMA258546	May 8, 1981	3, 5	Registered
Seller	SCOTT'S LIQUID GOLD		Canada	1827777	Mar 16, 2017	TMA1015138	Feb 14, 2019	3, 5	Registered
Seller	SCOTT'S LIQUID GOLD		EUTM	003113875	Mar 28, 2003	003113875	Oct 22, 2004	3, 5	Registered
Seller	SCOTT'S LIQUID GOLD		United Kingdom	UK00903113875	Mar 28, 2003	UK00903113875	Oct 22, 2004	3, 5	Registered

Seller	SCOTT'S LIQUID GOLD		United States of America	87196199	Oct 7, 2016	5226806	Jun 20, 2017	3, 5	Registered
Seller	SCOTT'S LIQUID GOLD (Design)		United States of America	72392979	May 24, 1971	0949083	Dec 19, 1972	3	Registered
Seller	SCOTT'S LIQUID GOLD (Stylized / Design)		United States of America	73643437	Feb 6, 1987	1456031	Sep 8, 1987	3	Registered

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RECORDED: 00/36/2023