

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864455

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900800391		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
H2 Acquisition, LLC		07/13/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Willert Home Products, Inc.		
<b>Street Address:</b>	4044 Park Avenue		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63110		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4115255	MOTHGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3146215070		
<b>Email:</b>	iptm@atllp.com		
<b>Correspondent Name:</b>	Courtney Jackson		
<b>Address Line 1:</b>	7700 Forsyth Blvd., Ste. 1800		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>ATTORNEY DOCKET NUMBER:</b>	2068-346		
<b>NAME OF SUBMITTER:</b>	Courtney Jackson		
<b>SIGNATURE:</b>	/Courtney Jackson/		
<b>DATE SIGNED:</b>	12/28/2023		
<b>Total Attachments: 15</b>			
source=4115255 USPTO Non-Notice of Recordation 28NOV2023-61558023#page1.tif			
source=USPTO Trademark Assignment Cover Sheet From H2 Acquisition, LLC to Willert Home Products, Inc.-61558166#page1.tif			

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900800391 09/14/2023

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839422

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
H2 Acquisition, LLC		07/13/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Willert Home Products, Inc.		
<b>Street Address:</b>	4044 Park Avenue		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63110		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4115255	MOTHGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3146215070		
<b>Email:</b>	iptm@atllp.com		
<b>Correspondent Name:</b>	Courtney Jackson		
<b>Address Line 1:</b>	7700 Forsyth Blvd., Ste. 1800		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>NAME OF SUBMITTER:</b>	Courtney Jackson		
<b>SIGNATURE:</b>	/Courtney Jackson/		
<b>DATE SIGNED:</b>	09/14/2023		
<b>Total Attachments: 4</b>			
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## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of July 13, 2023, between H2 Acquisition, LLC ("H2A" or "Seller") and Willert Home Products, Inc. ("Buyer"). Seller and Buyer are collectively referred to herein as the "Parties".

### **RECITALS**

**WHEREAS**, on March 7, 2023, H2A entered into an asset purchase agreement (the "Nova APA") with Nova Wildcat Shur-Line Holdings, Inc. and certain of its subsidiaries (collectively, the "Debtors");

**WHEREAS**, on March 31, 2023, pursuant to the Nova APA, H2A acquired substantially all assets of the Debtors, including the assets set forth on Exhibit A hereto (the "Purchased Assets"); and

**WHEREAS**, Seller wishes to sell, transfer, assign and deliver to Buyer and Buyer wishes to purchase from Seller the Purchased Assets, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of and reliance upon the mutual promises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions set forth in this Agreement, on the Closing Date, Seller shall sell and assign to Buyer and Buyer shall purchase from Seller all of its right, title and interest in and to the Purchased Assets, including all tangible embodiments of, and all intangible rights in the Purchased Assets, all goodwill related to the Purchased Assets, the right to sue for infringement and other remedies against infringement of any of the Purchased Assets, and the right to protect Buyer's interests in the Purchased Assets under the laws of all jurisdictions, pursuant to an intellectual property assignment agreement executed on the Closing Date between Seller and Buyer in the form attached hereto as Exhibit B (the "Intellectual Property Assignment") and a bill of sale executed on the Closing Date between Seller and Buyer in the form attached hereto as Exhibit C. Buyer shall not assume any liabilities of Seller relating to the Purchased Assets existing as of the Closing Date or arising thereafter, but Buyer shall be responsible for all liabilities relating to Buyer's ownership or operation of the Purchased Assets following the Closing Date (but not any liabilities related to any breach of this Agreement by Seller) ("Assumed Liabilities").

2. **Purchase Price.** The purchase price to be paid by Buyer to Seller in exchange for the Purchased Assets shall be \$150,000 (the "Purchase Price"). The Purchase Price shall be payable in full by Buyer to Seller by wire transfer of immediately available funds on the Closing Date.

3. **Closing.** The closing of the transactions contemplated by this Agreement shall occur simultaneously with the execution of this Agreement by the Parties (the "Closing Date").

4. **Post-Closing Covenants.**

(a) On and after the Closing Date Seller shall cooperate with and reasonably support Buyer's development and submission of applications and registrations related to the

Purchased Assets to governmental authorities to effect the timely and efficient transfer, re-issuance and/or re-branding of each of the pesticide products in Seller's name, to include Seller's timely execution of regulatory filings to be prepared by Seller at Seller's cost.

- (b) On and after the Closing Date, Seller agrees not to use any other trademarks, services marks, trade names, marketing collateral, stationary, or other branding materials (regardless of form) in connection with its business which contain the Trademarks.

5. Representations and Warranties.

(a) Seller represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (ii) it has the full power and authority to enter into the agreement and to carry out the transactions contemplated therein; (iii) the execution, delivery and performance of this Agreement will not result in any violation of or conflict with any applicable law or obligation to which Seller is bound; (iv) it has good and marketable title to the Purchased Assets; (v) it hereby transfers title to the Purchased Assets to Buyer free and clear of any liens, claims or encumbrances; (vi) none of the corresponding United States registrations for the Trademarks are subject to any outstanding maintenance fees or renewal actions; and (vii) to Seller's actual knowledge, none of the Trademarks are the subject of any opposition, invalidation, or cancellation proceeding which is pending and unresolved, and no such action is threatened in writing.

(b) Buyer represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (ii) it has the full power and authority to enter into the agreement and to carry out the transactions contemplated therein; and (iii) the execution, delivery and performance of this Agreement will not result in any violation of or conflict with any applicable law or obligation to which Buyer is bound.

6. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, BUYER ACKNOWLEDGES THAT THE ASSETS PROVIDED BY SELLER HEREUNDER ARE PROVIDED "AS-IS, WHERE IS" AND "WITH ALL FAULTS." SELLER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ASSETS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR QUALITY. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY BY SELLER SHALL BE LIMITED TO THOSE REMEDIES PROVIDED IN THIS AGREEMENT.

7. Indemnification.

(a) Buyer shall indemnify, defend, and hold harmless Seller, its officers, directors, employees, agents, and representatives from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from (i) any breach of the Buyer's representations, warranties, or covenants in this

Agreement; or (ii) the negligence, willful misconduct or fraud of the Buyer, its employees, or agents in connection with the transactions contemplated by this Agreement.

(b) Seller shall indemnify, defend, and hold harmless Buyer, its officers, directors, employees, agents, and representatives from and against any and all claims, demands, losses, liabilities, damages, governmental investigations, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from (i) any breach of the Seller's representations, warranties, or covenants in this Agreement; (ii) the negligence, willful misconduct or fraud of the Seller, its employees, or agents in connection with the transactions contemplated by this Agreement; or (iii) any actions of Seller, taken during the period Seller owned the Purchased Assets, which constitute a violation of federal or state law applicable to the pesticide products that are related to the Purchased Assets, without regard to when such claim(s) is asserted.

8. No Assignment. The rights and obligations under this Agreement may not be assigned or delegated by either Party without the prior written consent of the other Party. Subject to the foregoing limitation, this Agreement shall inure to the benefit of, and be binding on the parties hereto and their respective successors and assigns.

9. Expenses. Each of the parties to this Agreement shall pay its own expenses in connection with this Agreement and the transactions contemplated by this Agreement, including any legal and accounting fees, whether or not the transactions contemplated by this Agreement are consummated.

10. Severability. If any provision or any portion of this Agreement is construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect.

11. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior or contemporaneous agreements, understandings, statements, or representations, whether oral or written, express or implied. This Agreement may only be amended by written agreement of the Parties.

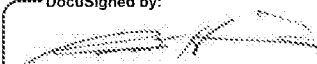
12. Governing Law. This Agreement shall be governed by, enforced under and construed in accordance with, the laws of the State of Delaware, without giving effect to its conflict of law principles.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

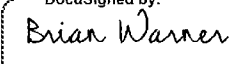
**SELLER:**

H2 ACQUISITION, LLC

By:   
Name: Robert Himmel  
Title: Authorized Signatory

**BUYER:**

WILLERT HOME PRODUCTS, INC.

By:   
Name: Brian Warner  
Title: CFO

*[Signature Page to Purchase and Sale Agreement]*

**Exhibit A**

## Purchased Assets

ASINs:

B08C7D69DL – MothGuard MG53PK MG3 Old-Fashioned Cedar Scent, EPA Registered, 5Oz Box of Mothballs-Kills Moths, Carpet Beetles, Repellent Closet Clothes Protector, No Clinging Odor (3-Pack), White

MothGuard MG12 Old Fashion Moth Balls 12 OZ Original Scent, 1 count, 2 – 6 oz. bags (inactive)

UPCs:

MothGuard UPC# 0-71555-80401-6

Inventory:

Any and all of Seller’s inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories of products represented by the above ASINs and UPCs located at Amazon’s FBA warehouse (approximately 71 units on-hand) (the “Inventory”).

Registered Trademarks<sup>1</sup>:

<b>Trademark/ Registration Number/ Serial Number</b>	<b>Status/Key Dates</b>	<b>Class/ Goods/Services</b>	<b>Owner Information</b>
<u>MOTHGUARD</u> RN: 4115255 SN: 77632133	Renewed, September 3, 2022 Office Status: Registered and Renewed Int'l Class: 05 First Use: January 4, 2012 Filed: December 12, 2008 Registered: March 20, 2012 Last Renewal: March 20, 2022 Register Type: Principal Register	Int'l Class: 05 (Int'l Class: 05) moth balls [and flakes]	World and Main (Cranbury), LLC (Delaware Limited Liability Company) 324A HALF ACRE ROAD, Cranbury, New Jersey 08512 United States of America

<sup>1</sup> Updated registration of the trademarks to record H2 Acquisition, LLC as owner with the USPTO is currently in process but not yet completed.



Common Law Trademarks:

- Any unregistered trademarks used in connection with and material to the use of the Purchased Assets, including without limitation:



Copyrights:

- The Seller has not registered copyrights for any content or graphics. To the extent that original marketing collateral, websites and underlying code, graphics, product packaging designs, and related content are used in connection with and are material to the use of the Purchased Assets and notwithstanding any third-party intellectual property contained therein, they are considered to be a Purchased Asset.

**Exhibit B**

Intellectual Property Assignment

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") dated as of this 13<sup>th</sup> day of July, 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 July 13, 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.

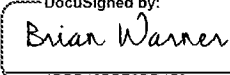
**ASSIGNOR:**

H2 ACQUISITION, LLC

By:   
Name: Robert Himmel  
Title: Authorized Signatory

**ASSIGNEE:**

WILLERT HOME PRODUCTS, INC.

By:   
Name: Brian Warner  
Title: CFO

*[Signature Page to IP Assignment]*

**Schedule 1**

Registered Trademarks:

<b>Trademark/ Registration Number/ Serial Number</b>	<b>Status/Key Dates</b>	<b>Class/ Goods/Services</b>	<b>Owner Information</b>
<p><u>MOTHGUARD</u> RN: 4115255 SN: 77632133</p>	<p>Renewed, September 3, 2022 Office Status: Registered and Renewed Int'l Class: 05 First Use: January 4, 2012 Filed: December 12, 2008 Registered: March 20, 2012 Last Renewal: March 20, 2022 Register Type: Principal Register</p>	<p>Int'l Class: 05 (Int'l Class: 05) moth balls [and flakes]</p>	<p>World and Main (Cranbury), LLC (Delaware Limited Liability Company) 324A HALF ACRE ROAD, Cranbury, New Jersey 08512 United States of America</p>

Common Law Trademarks:



**Exhibit C**

**BILL OF SALE**

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, H2 Acquisition, LLC (“Seller”), does hereby grant, bargain, transfer, sell, assign, convey and deliver to WILLERT HOME PRODUCTS, INC. (“Buyer”), all of its right, title, and interest in and to the Inventory, as such term is defined in the Purchase and Sale Agreement, dated as of July 13, 2023 (the “Purchase Agreement”), by and between Seller and Buyer, to have and to hold the same unto Buyer, its successors and assigns, forever.

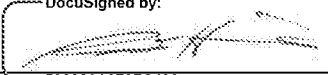
Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, and transferred by this Bill of Sale.

*[Signature Pages Follow]*

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

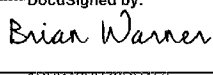
**SELLER:**

H2 ACQUISITION, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Robert Himmel  
Title: Authorized Signatory

**BUYER:**

WILLERT HOME PRODUCTS, INC.

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Brian Warner  
Title: CFO

*[Signature Page to Bill of Sale]*