

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synco Chemical Corporation		01/16/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Kano Laboratories LLC		
Street Address:	1000 E Thompson Ln		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37211		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1262798	SYNCO	
Registration Number:	1353614		
Registration Number:	1350233	SYNCOPEN	
Registration Number:	1757915	SUPER LUBE	
Registration Number:	2150142	SUPER LUBE	
Registration Number:	2262385	SUPER LUBE	
Registration Number:	3711444	SYNCOLON	
Registration Number:	4198650		
Registration Number:	5954627		
Registration Number:	6083046	SYNCO	
Registration Number:	6977298	SYNCOSIL	
Registration Number:	6983897	SYNCO LUBE	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		

CH \$315.00 1262798

Address Line 4:	San Francisco, CALIFORNIA 94104
ATTORNEY DOCKET NUMBER:	49584-8
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	01/18/2024

Total Attachments: 11

source=Project St. Louis - 7 - IP Assignment (Executed)#page1.tif
source=Project St. Louis - 7 - IP Assignment (Executed)#page2.tif
source=Project St. Louis - 7 - IP Assignment (Executed)#page3.tif
source=Project St. Louis - 7 - IP Assignment (Executed)#page4.tif
source=Project St. Louis - 7 - IP Assignment (Executed)#page5.tif
source=Project St. Louis - 7 - IP Assignment (Executed)#page6.tif
source=Project St. Louis - 7 - IP Assignment (Executed)#page7.tif
source=Project St. Louis - 7 - IP Assignment (Executed)#page8.tif
source=Project St. Louis - 7 - IP Assignment (Executed)#page9.tif
source=Project St. Louis - 7 - IP Assignment (Executed)#page10.tif
source=Project St. Louis - 7 - IP Assignment (Executed)#page11.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated January 16, 2024, is made by Synco Chemical Corporation ("**Seller**"), a New York corporation, located at 24 Davinci Dr, Bohemia, NY 11716, in favor of Kano Laboratories LLC ("**Buyer**"), a Delaware limited liability company, located at 1000 E Thompson Ln, Nashville, TN 37211, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Seller, Buyer, H & S Patents, LLC, a Florida limited liability company, KLI Topco LLC, a Delaware limited liability company, and the Equityholders (as defined therein), dated as of the date hereof (the "**Asset Purchase Agreement**"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) the domain name registrations set forth on Schedule 2 (the "**Domain Names**") hereto and including all goodwill associated therewith;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Seller does hereby permit any and all registrars of the Domain Names to transfer the Domain Names and Seller shall use commercially reasonable efforts to affect the transfer of ownership of the Domain Names to Buyer in accordance with the on-line procedures provided by the registrar of each Domain Name. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.


4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and it is not the intention of the parties to confer third party beneficiary rights, and this IP Assignment does not confer any such rights, upon any other Person.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Synco Chemical Corporation

By:  _____

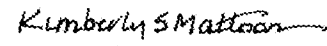
Name: Natalia Diaz

Title: Chief Operating Officer

Address for Notices: 24 Davinci Dr,
Bohemia, NY 11716

AGREED TO AND ACCEPTED:

Kano Laboratories LLC

By:  _____

Name: Kimberly Mattoon





Title: Chief Financial Officer









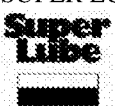
Address for Notices: 1000 E Thompson Ln,
Nashville, TN 37211

SCHEDULE 1









ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS











Trademark Registrations


Mark	Jurisdiction	Registration Number	Registration Date
SYNCO	CA	TMA321173	11/28/1986
SYNCO	DE	1120509	4/12/1988
SYNCO	HK	199202278	6/8/1992
SYNCO	JP	2236263	6/28/1990
SYNCO ¹	KR	4002266270000	4/17/2001
SYNCO	KR	4002266270000	11/25/1991
SYNCO	TW	528336	7/16/1991
SYNCO	US	1262798	1/3/1984
Design Mark 	US	1353614	8/13/1985
SYNCO PEN	US	1350233	7/23/1985
SUPER LUBE (+ Design) 	DK	VR 199201975	3/27/1992
SUPER LUBE (+ Design) 	ES	1928958	6/5/1995
SUPER LUBE (+ Design) 	FR	1341336	2/4/1986

SUPER LUBE (+ Design) 	IN	754794	8/3/2018
SUPER LUBE and Design 	IT	302018000015769	11/30/2018
SYNCO LUBE and Design 	IT	302018000015775	11/30/2018
SYNCO	IT	362017000102180	3/12/2018
SUPER LUBE (+ Design) 	JP	2285682	11/30/1990
SUPER LUBE (+ Design) 	US	1757915	3/16/1993
SUPER LUBE (+ Design) 	CN	10265994	12/5/2011
SUPER LUBE (+ Design) 	CH	2P-349009	10/23/1986
SUPER LUBE (+ Design) 	WO (KR)	1175447	8/6/2013
SUPER LUBE (+ Design) 	KR (WIPO)	1175447	8/6/2013







SUPER LUBE (+ Design) 	JP	4007593	6/6/1997
SUPER LUBE and Design 	PE	P00215726	9/19/2014
SUPER LUBE (+ Design) 	SE	240924	10/2/1992
SUPER LUBE (+ Design) 	US	2150142	4/14/1998
SUPER LUBE	US	2262385	7/20/1999
SYNCOLON	BR	912808632	11/27/2018
SYNCOLON	CA	TMA986141	12/4/2017
SYNCOLON	CO	589647	3/29/2018
SYNCOLON	EU	018823749	7/13/2023
SYNCOLON	WO	1276446	10/19/2015
SYNCOLON	AU (WIPO)	1739232	10/19/2015
SYNCOLON	CN (WIPO)	1276446	10/19/2015
SYNCOLON	EU (WIPO)	1276446	10/19/2015
SYNCOLON	JP (WIPO)	1276446	10/19/2015
SYNCOLON	KR (WIPO)	1276446	10/19/2015
SYNCOLON	SG (WIPO)	40201521471P	10/19/2015
SYNCOLON	GB (WIPO)	UK00801276446	10/19/2015
SYNCOLON	TR	2019-35204	8/19/2019




SYNCOLON	TW	1810460	12/16/2016
SYNCOLON	US	3711444	11/17/2009
Design Only 	US	4198650	8/28/2012
Design Only 	US	5954627	1/7/2020
SYNCO and Design 	US	6083046	6/23/2020
SYNCOSIL	US	6977298	2/14/2023
SYNCO LUBE	US	6983897	2/21/2023
SYNCOSUPERLUBE and Design 	TW	560509	6/1/1992
SUPER LUBE (and Design) 	BR	912808578	11/27/2018
SUPER LUBE (and Design) 	CA	TMA1103831	7/14/2021
SUPER LUBE (+ Design) 	CO	591808	4/20/2018
SUPER LUBE (+Design) 	EU	018823744	5/20/2023

SUPER LUBE (+Design) 	HK	306159187	3/10/2023
SUPER LUBE (+Design) 	NZ	1228738	7/20/2023
SUPER LUBE (+Design) 	SG	40202301524T	11/9/2023
SUPER LUBE (+Design) 	SV	51-446	8/28/2023
SUPER LUBE (+Design) 	GB	UK00003869559	4/14/2023
SUPER LUBE (+Design) 	VN	19923	7/25/2023
Synco Lube and Design 	DE	302019007642	6/28/2019
SYNCO LUBE and Design 	CO	502233	9/24/2014
SYNCO LUBE and Design 	DE	30079595	5/21/2001
SYNCO LUBE and Design 	EU	018823747	5/20/2023

SYNCO LUBE and Design 	TR	2019-50087	10/1/2021
------------------------------------------------------------------------------------------------------------	----	------------	-----------

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date
SUPER LUBE (+ Design) 	IN	5616869	9/20/2022
SUPER LUBE	CA	2168877	2/24/2022
SYNCO LUBE	MX	2820305	9/22/2022
SUPER LUBE (+Design) 	AU	2328880	1/19/2023
SUPER LUBE (+Design) 	CL	1534014	2/16/2023
SUPER LUBE (+Design) 	ID	DID2023018515	3/3/2023
SUPER LUBE (+Design) 	IL	361093	2/15/2023
SUPER LUBE (+Design) 	MY	TM2023002210	1/26/2023
SUPER LUBE (+Design) 	PH	42023502872	2/6/2023

<p>SUPER LUBE (+Design)</p> 	TH	230106493	2/22/2023
<p>SUPER LUBE (+Design)</p> 	TW	112004506	1/19/2023
<p>SUPER LUBE (+Design)</p> 	GB	UK00003869559	1/19/2023

SCHEDULE 2
DOMAIN NAMES

Domain Names

Domain Name	Expiration Date	Registrant Contact Name	Registrant Organization
super-lube.com	11/19/2024	Perfect Privacy, LLC	Private
syncolube.com	1/23/2024	Perfect Privacy, LLC	Private
syncolube.info	9/29/2024	Redacted For Privacy	Private
syncolube.net	9/29/2024	Private	Private
syncolube.site	12/20/2023	Private	Synco Chemical Corp.
superlube-tr.com	10/25/2024	Private	
synchochemical.com	2/26/2024	Private	