

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomson Research Associates Inc.		12/16/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Fusion Research Associates, Inc.		
Street Address:	49 Gervais Drive		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M3C 1Y9		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4274021	ULTRA · FRESH ANTIMICROBIAL TECHNOLOGY	
Registration Number:	4274020	ULTRA FRESH FRESHNESS PROTECTION	
Registration Number:	1330317	ULTRA-FRESH	
Registration Number:	1918654	ULTRA-FRESH	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	6123325300		
Email:	mmorris@merchantgould.com		
Correspondent Name:	Scott W. Johnston		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	07933.0673US01		
NAME OF SUBMITTER:	Scott W Johnston		
SIGNATURE:	/SWJ/		
DATE SIGNED:	03/28/2017		
Total Attachments: 12			
source=Assignment Agreement - Thomson to Fusion#page1.tif			

OP \$115.00 4274021

source=Assignment Agreement - Thomson to Fusion#page2.tif
source=Assignment Agreement - Thomson to Fusion#page3.tif
source=Assignment Agreement - Thomson to Fusion#page4.tif
source=Assignment Agreement - Thomson to Fusion#page5.tif
source=Assignment Agreement - Thomson to Fusion#page6.tif
source=Assignment Agreement - Thomson to Fusion#page7.tif
source=Assignment Agreement - Thomson to Fusion#page8.tif
source=Assignment Agreement - Thomson to Fusion#page9.tif
source=Assignment Agreement - Thomson to Fusion#page10.tif
source=Assignment Agreement - Thomson to Fusion#page11.tif
source=Assignment Agreement - Thomson to Fusion#page12.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement"), effective as of December 16, 2016 (the "Effective Date"), is by and between THOMSON RESEARCH ASSOCIATES INC., an Ontario corporation ("Assignor"), and FUSION RESEARCH ASSOCIATES, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor, Assignee, and certain other parties thereto, have entered into a certain ASSET PURCHASE AGREEMENT, dated as of December 8, 2016 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and the Intellectual Property Assets, as more fully described in the Purchase Agreement, on the terms and subject to the conditions set forth in the Purchase Agreement, which Intellectual Property Assets includes the Intellectual Property set forth in Schedule I attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Agreement pertains to Intellectual Property that is not used exclusively for the conduct of the Business in Canada.
2. Trademarks. Assignor hereby irrevocably assigns and transfers to Assignee, its successors and assigns, all rights, title and interests in and to trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing ("Trademarks"), including any and all common law rights, the goodwill of its business symbolized by the Trademarks, and all rights of action accrued and to accrue under and by virtue thereof, including without limitation, the right to sue and recover for past infringement.
3. Patents. (a) Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers and agrees to sell, assign, transfer, convey and deliver to Assignee, free and clear of all encumbrances (other than Permitted Encumbrances), all of Assignor's right, title and interest in and to the patents and the inventions covered thereby ("Patents") along with (i) any and all applications and registrations therefor, and all improvements, divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions, extensions or renewals thereof, foreign counterparts, and the inventions covered thereby, and (ii) all rights to causes of action and remedies pertaining to the Patents, including without limitation the right to sue and recover for past, present or future infringement or violation of rights related to the foregoing, the right to secure registration of the Patents and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Patents, and the right to claim priority, file foreign counterparts and make applications for reissue and reexamination with respect to any of the Patents. Assignor hereby covenants and agrees to provide to

Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, invention records and other documentation and testifying as to any facts as may be reasonably required) in connection with: (a) preparation and prosecution of any application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (b) prosecution or defense of any cancellation, interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, including, without limitation, testifying as to any facts relating to the Patents and this Assignment; and (c) implementation, perfection and/or recording of this Assignment and designating Assignee as owner of the Patents.

4. Trade Secrets. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers and agrees to sell, assign, transfer, convey and deliver to Assignee, free and clear of all encumbrances (other than Permitted Encumbrances), all of Assignor's right, title and interest in and to inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein ("**Trade Secrets**") along with all files and records relating to the Trade Secrets and the protection thereof, and all rights to causes of action and remedies pertaining thereto the Trade Secrets, including without limitation the right to sue and recover for past, present or future misappropriation or violation of rights related thereto.

5. Copyrights. Assignor hereby irrevocably conveys, assigns, transfers, sells and delivers and agrees to convey, assign, transfer, sell and deliver to Assignee, its successors and assigns, free and clear of all encumbrances (other than Permitted Encumbrances), its entire right, title and interest of every kind and character throughout the world in and to works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, to the extent assignable, and all registrations, applications for registration and renewals of such copyrights ("**Copyrighted Works**"), including without limitation: all federal, state, foreign, statutory and common law and other rights therein; all domestic and foreign registrations which have been or may be granted thereon and all applications therefor; all renewal rights related thereto; all rights to exploit or utilize in any manner the Copyrighted Works in any medium now known or hereafter devised; 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 infringement or violation of rights related to the Copyrighted Works, including, without limitation, the right to compromise, sue for and collect such profits and damages; and the ability to otherwise fully and entirely stand in the place of Assignor in all matters related thereto.

6. Domain names. Assignor hereby irrevocably assigns to Assignee all of Assignor's right, title and interest throughout the world in and to internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs ("**Domain Names**"), including without limitation, any and all legal actions and rights and remedies at law or in equity for past, present or future infringements, misappropriations, or other violations of the Domain Names, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. Assignor

hereby authorizes and requests the applicable registration authority to transfer the Domain Names from Assignor to Assignee. Assignor agrees to cooperate with Assignee to initiate and complete the transfer process in relation to the Domain Names electronically from Assignor's account to Assignee's account and servers, including, without limitation, executing and delivering to Assignee such documents and taking such actions as reasonably requested by Assignee to register, evidence or perfect Assignee's rights under this Assignment. With respect to applicable Domain Names registered by Assignor's distributors, Assignor will secure assignments and transfers of such Domain Names to Assignee consistent with the terms of this Agreement.

7. Residual. Assignor hereby irrevocably assigns to Assignee all of Assignor's right, title and interest throughout the world to software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; semiconductor chips and mask works; and royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any other Intellectual Property not included in the above categories.

8. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts, as may be reasonably necessary to convey, transfer, assign and deliver to, and consolidate, vest and record in Assignee, full ownership of the Intellectual Property and other rights conveyed herewith, including short-form assignments or documentation requested or required by government or other registration authorities.

9. Assignor hereby requests the governmental or other registration authority in any applicable nation or jurisdiction to record this Assignment, or short-forms thereof, as to the assigned Intellectual Property herein referred to.

10. This Assignment, the Purchase Agreement and the schedules, exhibits and annexes hereof and thereof contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and thereof, and supersede all previous written or oral negotiations, commitments, understandings and writings. To the extent any provision of this Assignment is inconsistent with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail. Capitalized terms used but not defined herein have the meanings set forth in the Purchase Agreement.

11. This Assignment shall be deemed to be made and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the State of Delaware without regard to the conflicts of laws principles thereof.

12. 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 other assigned Intellectual Property.

13. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Assignment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

[Rest of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

THOMSON RESEARCH
ASSOCIATES, INC.

By: 

Name:
Title:

FUSION RESEARCH ASSOCIATES
INC.

By:

Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

THOMSON RESEARCH
ASSOCIATES, INC.

By: _____

Name:

Title:

FUSION RESEARCH ASSOCIATES
INC.

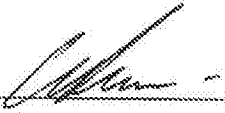
By:  _____

Name: Joe Lyons

Title: Secretary

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first written above.

ASSIGNOR:
THOMSON RESEARCH
ASSOCIATES INC.

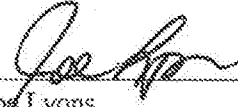
By: 
Name:
Title:

TRA US Intellectual Property Assignment
TRA-PRA1

Accepted by:

ASSIGNEE:

FUSION RESEARCH ASSOCIATES INC.

By: 
Name: Joe Lyons
Title: Secretary

[Signature Page to Intellectual Property Assignment Agreement]

TRA US Intellectual Property Assignment
TRA-FRAI

Schedule 1

Trademarks

SILPURE Trademarks

Registrant	Jurisdiction	Trademark	Registration Application No.	Registration No.	Expiry Date
TRA	Australia	SILPURE	1043935	1043935	Feb 28, 2025
TRA	Australia	SILPURE & Design	1091660	1091660	Dec 19, 2025
TRA	Brazil	SILPURE	6651933	900653868	Nov 23, 2020
TRA	China	SILPURE	5265667	5265667	Sep 27, 2019
TRA	China	SILPURE & Design	5265666	5265666	Sep 27, 2019
TRA	European Community	SILPURE	004412111	004412111	Apr 28, 2025
TRA	European Community	SILPURE & DESIGN	5657879	5657879	Feb 01, 2017
TRA	India	SILPURE	1419243	1419243	Feb 6, 2026
TRA	India	SILPURE & DESIGN	1429244	1429244	Feb 6, 2026
TRA	India	SILPURE & DESIGN	1419245	1419245	Feb 6, 2026
TRA	India	SILPURE	1419246	1419246	Feb 6, 2026
TRA	India	SILPURE & DESIGN	1419247	1419247	Feb 6, 2026
TRA	India	SILPURE	1419248	1419248	Feb 6, 2026
TRA	Japan	SILPURE	2007-002099	5309313	Mar 19, 2020
TRA	Korea	SILPURE & DESIGN	2006-0052181	40-0720129	Aug 07, 2017
TRA	Korea	SILPURE	2006-0052182	40-0720130	Aug 07, 2017
TRA	New Zealand	SILPURE	725953	725953	Feb 28, 2025
TRA	New Zealand	SILPURE & Design	740649	740649	Dec 19, 2025

ULTRA-FRESH Trademarks

Registrant	Jurisdiction	Trademark	Registration Application No.	Registration No.	Expiry Date
TRA	Australia	ULTRA FRESH & Design (New logo without taglines)	1369052	1369052	Jun 28, 2020
TRA	Australia	ULTRA-FRESH & Design (Class 5)	785157	785157	Feb 11, 2019
TRA	Australia	ULTRA-FRESH (Class 5)	801352	801352	Jul 08, 2017
TRA	Benelux	ULTRA FRESH	41895	359152	Mar 23, 2019
TRA	Brazil	ULTRA FRESH	822626497	822626497	May 2, 2026
TRA	Brazil	ULTRA FRESH & Design (New logo)	830726322	830726322	May 28, 2018 (declaration of use) May 28, 2023
TRA	China	ULTRA FRESH & Design (New logo)	8968230	8968230	Jan 14, 2017
TRA	China	ULTRA-FRESH	970063869	1258050	Mar 27, 2019
TRA	China	ULTRA-FRESH (in Chinese Characters)	201106206	4045737	Dec 27, 2016
TRA	European Community	ULTRA FRESH & Design (New logo without taglines)	9192907	9192907	Jun 22, 2020
TRA	European Community	ULTRA-FRESH	3896917	3896917	Jun 23, 2024
TRA	India	ULTRA-FRESH	868026		
TRA	Israel	ULTRA-FRESH	129317	129317	Jul 21, 2020
TRA	Japan	ULTRA-FRESH	2194181	2194181	Dec 25, 2019
TRA	Mexico	ULTRA FRESH & Design (New logo)	1143032	1214810	Dec 16, 2020
TRA	Mexico	ULTRA-FRESH	338269	586704	Jul 02, 2018
TRA	New Zealand	ULTRA-FRESH		279408	Jul 9, 2024
TRA	New Zealand	ULTRA-FRESH		313328	Jul 23, 2026
TRA	Pakistan	ULTRA-FRESH	156865	156865	Aug 04, 2026
TRA	South Africa	ULTRA-FRESH		98/12674-5	July 2, 2018
TRA	Taiwan	ULTRA-FRESH	8633760	814242	Aug 31, 2018
TRA	Turkey	ULTRA-FRESH	61111/99	99011995	Jul 23, 2019
TRA	United Kingdom	ULTRAFRESH	1106500	81106500	Dec 18, 2019
TRA	USA	ULTRA FRESH ANTIMICROBIAL TECHNOLOGY & Design (New logo)	85/172282	4274021	Jan 15, 2019 (declaration of use) Jan 15, 2023
TRA	USA	ULTRA FRESH FRESHNESS PROTECTION & Design (New logo)	85/172271	4274020	Jan 15, 2019 (declaration of use) Jan 15, 2023
TRA	USA	ULTRA-FRESH	73/197850	1330317	Apr 16, 2025
TRA	USA	ULTRA-FRESH & DESIGN	74/447302	1918654	Sep 12, 2025
TRA	Venezuela	ULTRA FRESH	228079	099731F	May 13, 2017
TRA	Vietnam	ULTRA FRESH & Design	4201535498		

Trade Secrets

Product Formulation
NM / NM-V2
NM-V2
DM-25
DW30
DW56
FT-7
PF-1
Silpure FBR-6
Silpure FBR-5
Silver chlor. Technical
DM-50

Domain Names

Account Holder	Domain Name	Account No.	Registrar	Expiration Date
Thomson Research Associates	silpure.com	23403660	Network Solutions	8/27/2019
Thomson Research Associates	thomsonresearchassociates.com	23403660	Network Solutions	6/13/2019
Thomson Research Associates	ultra-fresh.biz	23403660	Network Solutions	9/12/2019
Thomson Research Associates	ultra-fresh.com	23403660	Network Solutions	7/23/2021
Thomson Research Associates	ultrafresh.com	23403660	Network Solutions	7/1/2020
Thomson Research Associates	ultrafresh.info	23403660	Network Solutions	5/21/2017
Thomson Research Associates	ultrafresh.net	23403660	Network Solutions	8/25/2019
Thomson Research Associates	thomsonresearch.net	Thomson Research Associates	Rebel.ca	3/1/2017
Thomson Research Associates	thomsonresearch.co	Thomson Research Associates	Rebel.ca	2/29/2017
Thomson Research Associates	thomsonresearch.org	Thomson Research Associates	Rebel.ca	3/1/2017
Thomson Research Associates	thomsonresearch.org	Thomson Research Associates	Rebel.ca	6/13/2017
RCA (distributor)	ultra-fresh.com.br			
Protective (distributor)	ultra-fresh.com.au			
Specialty (distributor)	ultra-fresh.com.co.nz			
Protective (distributor)	silpure.com.au			
Specialty (distributor)	silpure.com.nz			