

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528222

<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>
Acme Sponge Company		12/19/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Armaly Sponge Company		
<b>Street Address:</b>	1900 Easy Street		
<b>City:</b>	Walled Lake		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48390		
<b>Entity Type:</b>	Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1896273	SENSITIVE BALANCE	
<b>Registration Number:</b>	2580535	AQUA	
<b>Registration Number:</b>	3010112	DURO-CEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8446706009		
<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>	734-623-1713		
<b>Email:</b>	pfransway@dickinsonwright.com		
<b>Correspondent Name:</b>	Paul R. Fransway		
<b>Address Line 1:</b>	350 S. Main Street		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Paul R. Fransway		
<b>SIGNATURE:</b>	/Paul R. Fransway/		
<b>DATE SIGNED:</b>	06/18/2019		
<b>Total Attachments: 5</b>			
source=ANNARBOR-#261004-v1-IP_Assignment_Acme_Armaly_Sponge_Company#page1.tif			
source=ANNARBOR-#261004-v1-IP_Assignment_Acme_Armaly_Sponge_Company#page2.tif			
source=ANNARBOR-#261004-v1-IP_Assignment_Acme_Armaly_Sponge_Company#page3.tif			

CH \$90.00 1896273

source=ANNARBOR-#261004-v1-IP\_Assignment\_Acme\_Armaly\_Sponge\_Company#page4.tif

source=ANNARBOR-#261004-v1-IP\_Assignment\_Acme\_Armaly\_Sponge\_Company#page5.tif

## IP ASSIGNMENT AGREEMENT

ASSIGNMENT ("Assignment") made as of December 19, 2018, by and between THE ACME SPONGE COMPANY, a Florida corporation ("Company"), and ARMALY SPONGE COMPANY, a Michigan corporation (the "Buyer").

WHEREAS, Company and Buyer have entered into an Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which, among other things, Company has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase from Company, the Business Trade Rights, including the trademark applications and registrations identified in Schedule A hereto, as well as any unregistered trademarks and trade dress owned by Company and used or held for use exclusively in the conduct of the Business (collectively, "Trademarks"). Capitalized terms used but not defined in this Assignment shall have the meanings assigned to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar and the mutual covenants and obligations set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company does hereby sell, transfer, assign and deliver unto Buyer the entire right, title and interest in and to the Business Trade Rights and Trademarks, to be held and enjoyed by Buyer as fully and entirely as it would have been held and enjoyed by Company if this assignment had not been made, including all claims, demands and rights of recovery that Company has or may have in profits and damages for past and future infringements of the Trademarks, if any, and all rights to compromise, sue for, and collect such profits and damages, together with all goodwill and the portion of the Purchased Assets associated therewith.

Company shall execute such individual confirmatory assignment deeds, change of name or address certificates or other documents prepared by Buyer, at Buyer's expense, necessary for the effectuation or recordation of this Assignment.

This Assignment shall be effective as of the date first above written.

**[Signatures on Next Page]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date first written above.

**COMPANY (ASSIGNOR):**

**THE ACME SPONGE COMPANY**

By: 

Name: James M. Cantonis

Title: President

**[Signatures Continue on Next Page]**

[Signature Page to IP Assignment Agreement]000134949\0360\2661134.v2

**TRADEMARK**  
**REEL: 006672 FRAME: 0634**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date first written above.

**BUYER (ASSIGNEE):**

**ARMALY SPONGE COMPANY  
D/B/A ARMALY BRANDS**

By: 

Name: John W. Armaly, Jr.

Title: President

[Signature Page to IP Assignment Agreement]

**TRADEMARK  
REEL: 006672 FRAME: 0635**

STATE OF Florida )

COUNTY OF Pinellas )  
SS

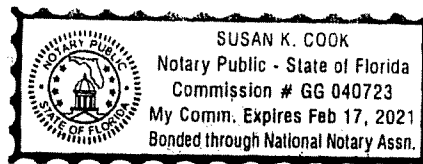
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

JAMES M. CANTONIS

the PRESIDENT of The Acme Sponge Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such Corporation, and that such person executed the same for and as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19<sup>th</sup> day of DECEMBER, 2018

Susan K Cook  
Notary Public



## SCHEDULE A

### INTELLECTUAL PROPERTY

The Business Trade Rights as defined in the Asset Purchase Agreement, including, without limitation, the following Trademarks and domain name:

The trademark "Sensitive Balance" registered with the United States Patent & Trademark Office under U.S. Reg. No. 1,896,273 and all rights appurtenant thereto;

The trademark "Aqua" registered with the United States Patent & Trademark Office under U.S. Reg. No. 2,580,535 and all rights appurtenant thereto;

The trademark "Duro-cel" registered with the United States Patent & Trademark Office under U.S. Reg. No. 3,010,112 and all rights appurtenant thereto; and

The trademark "The Natural" and all rights appurtenant thereto.

<http://acmespongeonline.com>

[Exhibit A to IP Assignment Agreement]