

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WECARE ORGANICS LLC		10/07/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	DENALI WATER SOLUTIONS LLC		
Street Address:	3308 Bernice Avenue		
City:	Russellville		
State/Country:	ARKANSAS		
Postal Code:	72802		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4443600	WECARE COMPOST	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	22220-97		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	01/22/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), effective October 7, 2016, is made by WECARE ORGANICS LLC ("WeCare"), a New York limited liability company with an address at 9289 Bonta Bridge Road, Jordan, New York 13080, in favor of DENALI WATER SOLUTIONS LLC ("Denali"), a Delaware limited liability company with an address at P.O. Box 3036, Russellville, Arkansas 72811, the purchaser of certain assets of WeCare pursuant to an Asset Purchase Agreement, dated even date herewith, between WeCare, C. Wesley Gregory, III and Jeffrey J. LeBlanc, on the one hand, and Denali, on the other hand, (the "Purchase Agreement").

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

NOW, THEREFORE, WeCare agrees as follows:

1. Assignment. For good and valuable consideration, including, without limitation, the consideration provided to it pursuant to the terms of the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, WeCare hereby irrevocably conveys, transfers and assigns to Denali all of WeCare's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

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

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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. WeCare 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 Denali. Following the date hereof, upon Denali's reasonable request, WeCare shall take such steps and actions, and provide such cooperation and

assistance to Denali 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 necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Denali, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of WeCare and Denali with respect to the Assigned Trademark. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. 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 agreement. 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.

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

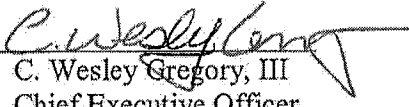
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, 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).

[SIGNATURE PAGE FOLLOWS.]

Signature Page to Trademark Assignment

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

WECARE ORGANICS LLC

By: 
C. Wesley Gregory, III
Chief Executive Officer

Schedule 1
Assigned Trademark Registrations and Applications

Mark	Serial No.	Reg. No. / App. No.	Reg. Date / App. Date
WeCare Compost	85909678	4443600	December 3, 2013