

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Springstar, Inc.		04/10/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Willert Home Products, Inc.		
Street Address:	4044 Park Avenue		
City:	Saint Louis		
State/Country:	MISSOURI		
Postal Code:	63110		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5322685	BIOGLUE	
Registration Number:	4618981	TRAP N KILL	
Registration Number:	2681321	BIOCARE	
Registration Number:	2819526	SPRINGSTAR	
CORRESPONDENCE DATA			
Fax Number:	3146122323		
<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:	3146215070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Armstrong Teasdale LLP		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	Saint Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	7637-93		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	05/07/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is entered into as of April 10, 2020 (the “**Effective Date**”), by and between SPRINGSTAR, INC., a Washington corporation (“**Assignor**”) and WILLERT HOME PRODUCTS, INC., a Missouri corporation (“**Assignee**”).

WHEREAS, Assignee, Assignor, and certain other parties named therein are parties to an Asset Purchase Agreement, dated as of April 10, 2020 (the “**Purchase Agreement**”), pursuant to which Assignee is purchasing from Assignor certain of Assignor’s assets;

WHEREAS, it is a condition to the closing under the Purchase Agreement that Assignor assigns to Assignee its entire right, title and interest in and to the assets, patents, trademarks, trade secrets, copyrights or other intellectual property owned by Assignor identified on the attached Exhibit A (“**Intellectual Property Assets**”);

WHEREAS, Assignor desires to assign to Assignee its entire right, title and interest in and to the Intellectual Property Assets owned by Assignor, and Assignee desires to acquire the entire right, title, and interest in and to the Intellectual Property Assets owned by Assignor; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above Recitals, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee their entire right, title and interest of any kind whatsoever accruing under or provided by the applicable law of any jurisdiction and anywhere throughout the world, in and to all of the Intellectual Property Assets owned by Assignor, and the registrations therefor, for Assignee’s use and enjoyment, and including any claims, causes of action and the right to sue for and collect damages by reason of any past, present and future infringement, including all rights to and claims for damages, restitution, injunctive relief and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach of default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, the goodwill of the business and operations of the business associated with the Intellectual Property Assets, and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Intellectual Property Assets, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and 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 Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 requested by Assignee to effect, evidence, or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Intellectual Property Assets. 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. Successors and Assigns. Except as otherwise provided in this Assignment, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and Representatives.

5. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to that body of laws pertaining to conflict of laws.

6. Facsimile or Scanned Signature. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be duly signed on its behalf as of the Effective Date.

ASSIGNOR:

SPRINGSTAR, INC.

By:  _____

Michael Banfield

Printed Name

President

Title

ASSIGNEE:

WILLERT HOME PRODUCTS, INC.

By: _____

Printed Name

Title

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be duly signed on its behalf as of the Effective Date.

ASSIGNOR:

SPRINGSTAR, INC.

By: _____

Printed Name

Title

ASSIGNEE:

WILLERT HOME PRODUCTS, INC.

By: Brian M. Warner

Brian M. Warner
Printed Name

CFO
Title

EXHIBIT A**Patent Schedule**

TITLE	APPLICATION NO.	FILING DATE	PATENT NO.	STATUS	COUNTRY
Insect Trap	14/477065	September 4, 2014	9,521,837	Utility	USA
Bed bug attractants and methods for trapping bed bugs	13/466,880	May 9, 2011	8,808,721	Utility	USA
Insect Trap	29/438,440	November 29, 2012	D692,089	Design	USA

Trademark Schedule

TITLE	SERIAL NO.	FILING DATE	REGISTRATION NO.	COUNTRY
BIOGLUE	87371127	March 14, 2017	5322685	USA
TRAP N KILL	86275052	May 7, 2014	4618981	USA
BIOCARE	78117222	March 25, 2002	2681321	USA
SPRINGSTAR	78000248	March 21, 2000	2819526	USA