

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HPI Distribution Corp.		11/18/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Athena Products, Inc.		
Street Address:	3811 Wacker Drive		
City:	Mira Loma		
State/Country:	CALIFORNIA		
Postal Code:	91752		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87682232	ATHENA	
Serial Number:	88811491	ATHENA IPM	
Serial Number:	87663308	BIOSIS	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	13036293400		
Email:	reichel.nicole@dorsey.com		
Correspondent Name:	Charlene M. Krogh; Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 4:	Denver, COLORADO 80202-5549		
NAME OF SUBMITTER:	Charlene M. Krogh		
SIGNATURE:	/cmk2112/		
DATE SIGNED:	12/09/2020		
Total Attachments: 2			
source=Executed Trademark Assignment- HPI to Athena-v1[4]#page1.tif			
source=Executed Trademark Assignment- HPI to Athena-v1[4]#page2.tif			

OP \$90.00 87682232

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement ("Assignment") is made as of November 18, 2020 ("Effective Date") by and between **HPI DISTRIBUTION CORP.** ("Assignor"), a California corporation having a business address of 3811 Wacker Drive, Mira Loma, CA 91752, and **ATHENA PRODUCTS, INC.** ("Assignee"), a California corporation having a business address of 3811 Wacker Drive, Mira Loma, CA 91752.

WHEREAS, Assignor is the owner of certain trademarks used by Assignor in the conduct of its business, including the trademark applications and registrations identified in Schedule A, and all common law rights associated with such trademarks throughout the world (collectively, hereinafter, "the Marks").

WHEREAS, Assignor wants to assign, and Assignee wants to receive, all of Assignor's right, title and interest in and to the Marks, together with all goodwill of the business symbolized by or associated with the Marks, and all claims arising out of or relating to the use or ownership of the Marks.

NOW, THEREFORE, the parties agree as follows:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns to Assignee, its successors, legal representatives, and assigns, all of Assignor's right, title, and interest in and to the Marks as they exist anywhere in the world and as may be created or acquired at any date in the future, along with all goodwill of the business symbolized by or associated with the Marks, and with all claims arising out of or relating to the use or ownership of the Marks. This assignment includes without limitation all applications and registrations for the Marks, all priority rights or claims based on international conventions, all rights to proceeds of the Marks, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek damages and all other available remedies, against third parties for past, present, or future infringement of the Marks.

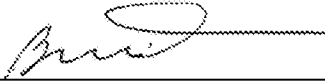
Assignor shall execute and deliver any other documents and perform any other reasonable acts Assignee may request that may be necessary and appropriate to effectuate the provisions of this Assignment and establish Assignee's rights in the Marks.

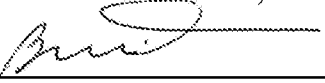
At the request and expense of Assignee, Assignor shall provide all reasonable assistance which Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Marks.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed on the dates set forth below to be effective as of the Effective Date.

HPI DISTRIBUTION CORP.

ATHENA PRODUCTS, INC.

By: 
Name: Brandon Burkhart
Title: CEO

By: 
Name: Brandon Burkhart
Title: CEO

Schedule A

COUNTRY	TRADEMARK	APP NO	APP DATE	REG NO	REG DATE	OWNER
International Bureau (including all designated countries)	ATHENA	1516454	January 31, 2020	1516454	January 31, 2020	HPI Distribution Corp
South Africa	ATHENA	2020/02200	January 29, 2020			HPI Distribution Corp.
United States	ATHENA	87/682,232	November 13, 2017	5,962,049	January 14, 2020	HPI Distribution Corp.
United States	ATHENA IPM	88/811,491	February 26, 2020			HPI Distribution Corp.
United States	BIOSIS	87/663,308	October 27, 2017	5,662,648	January 22, 2019	HPI Distribution Corp.