

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ANTI MONKEY BUTT PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clarion Brands, LLC		01/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Anti Monkey Butt LLC		
Street Address:	c/o Bridges Consumer Healthcare, LLC		
Internal Address:	1100 Market Street, Suite 600		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4010882	ANTI MONKEY BUTT	
Registration Number:	2858645	ANTI MONKEY BUTT	
Registration Number:	4010883		
Registration Number:	2943523		
Registration Number:	3915928		
Registration Number:	3837805		
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Madeline Koo		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Madeline Koo - 35003.0011		

CH \$165.00 4010882

NAME OF SUBMITTER:	Madeline Koo
SIGNATURE:	/Madeline Koo/
DATE SIGNED:	01/21/2021
Total Attachments: 9 source=Project Joliet _ IP Assignment (Anti Monkey Butt) - Executed_WEIL_97799014_1#page1.tif source=Project Joliet _ IP Assignment (Anti Monkey Butt) - Executed_WEIL_97799014_1#page2.tif source=Project Joliet _ IP Assignment (Anti Monkey Butt) - Executed_WEIL_97799014_1#page3.tif source=Project Joliet _ IP Assignment (Anti Monkey Butt) - Executed_WEIL_97799014_1#page4.tif source=Project Joliet _ IP Assignment (Anti Monkey Butt) - Executed_WEIL_97799014_1#page5.tif source=Project Joliet _ IP Assignment (Anti Monkey Butt) - Executed_WEIL_97799014_1#page6.tif source=Project Joliet _ IP Assignment (Anti Monkey Butt) - Executed_WEIL_97799014_1#page7.tif source=Project Joliet _ IP Assignment (Anti Monkey Butt) - Executed_WEIL_97799014_1#page8.tif source=Project Joliet _ IP Assignment (Anti Monkey Butt) - Executed_WEIL_97799014_1#page9.tif	

ANTI MONKEY BUTT PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT

This Anti Monkey Butt Proprietary Rights Assignment Agreement (“Proprietary Rights Assignment Agreement”), dated as of January 20, 2021 (the “Effective Date”), is by and between Clarion Brands, LLC (“Assignor”), and Anti Monkey Butt LLC (“Assignee”).

WHEREAS, Assignor is the sole owner of all rights, title and interests in the Anti Monkey Butt Proprietary Rights (as defined below);

WHEREAS, in conjunction with the transactions contemplated by the Assignment and Assumption Agreement dated as of January 20, 2021 by and among Anti Monkey Butt LLC and Clarion Brands, LLC, Assignor and Assignee desire to enter into this Proprietary Rights Assignment Agreement to irrevocably transfer and assign to Assignee all of Assignor’s worldwide rights, title and interests associated with or arising out of all intellectual property owned by Assignor that is exclusively related to the Anti Monkey Butt business (including the development, manufacturing, marketing, distribution and sale of products under the Anti Monkey Butt brand), including any (i) patents and patent applications, (ii) trademarks, service marks, logos, trade names, brand names, domain names, social media accounts, trade dress and any other identifiers indicating the business or source of goods or services, (iii) trade secrets, ideas, formulas, compositions, improvements and know-how, (iv) copyrights and copyrightable works, databases, and design rights, (v) intellectual property rights arising from software or technology, and (vi) the intellectual property set forth on Exhibit A) (the “Anti Monkey Butt Proprietary Rights”);

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire right, title and interest in and to the Anti Monkey Butt Proprietary Rights, together with any and all goodwill connected with and symbolized by the foregoing, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Proprietary Rights Assignment Agreement.
2. Filing and Recordation. The parties hereto agree that Assignee shall promptly file and record this Proprietary Rights Assignment Agreement, or the equivalent of this Proprietary Rights Assignment Agreement to the extent required, with the appropriate governmental entities as necessary to record Assignee as the assignee and owner of the Anti Monkey Butt Proprietary Rights. Assignor and Assignee authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee

as the assignee and owner of the Anti Monkey Butt Proprietary Rights and issue the patents, and register the trademark registrations and copyright registrations, from any pending applications included in the Anti Monkey Butt Proprietary rights to Assignee upon issuance or registration.

3. Domain Name and Social Media Account Transfer. Assignor, at Assignee's sole and reasonable expense, shall perform all affirmative acts which may be reasonably necessary or desirable to implement, perfect and secure the transfer of the domain names and social media accounts included in the Anti Monkey Butt Proprietary Rights (including those set forth on Exhibit A) before the applicable domain name registrars and social media account platforms, as well as to cooperate with Assignee in obtaining or providing information required in any proceedings relating to such domain names or social media accounts. Without limiting the foregoing, Assignor will prepare and transmit any necessary documentation or written authorizations or instructions, or correspond with the applicable domain name registrars or social media platforms to instruct and authorize transfer of such domain names and social media accounts, including by providing Assignee a functioning user name and password (where available) or issuing corresponding transfer codes, in each case, sufficient for Assignee to immediately begin to administer such domain names and social media accounts.
4. Further Assurances. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Proprietary Rights Agreement. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the Effective Date) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Anti Monkey Butt Proprietary Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.
5. Successors. This Proprietary Rights Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. Governing Law. This Proprietary Rights Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
7. Counterparts. This Proprietary Rights Assignment Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Proprietary Rights Assignment Agreement

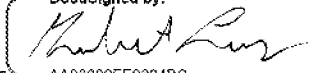
by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Proprietary Rights Assignment Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee caused this Proprietary Rights Assignment Agreement to be duly executed as of the date first written above.

ASSIGNOR

Clarion Brands, LLC

DocuSigned by:


By:

AA98889FE2834BC...
Name: Robert Long
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee caused this Proprietary Rights Assignment Agreement to be duly executed as of the date first written above.

ASSIGNEE

Anti Monkey Butt LLC

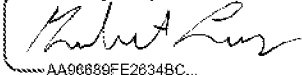

















DocuSigned by:
By:  _____
AA06889FE2834BC...
Name: Robert Long
Title: President and Chief Executive Officer

EXHIBIT A

Trademarks and Trademark Applications

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Status
ANTI MONKEY BUTT	United States of America	77/931,499	2/9/2010	4,010,882	8/16/2001	Registered
ANTI MONKEY BUTT	United States of America	76/483,298	1/17/2003	2,858,645	6/29/2004	Registered
Design Only 	United States of America	77/931,672	2/9/2010	4,010,883	8/16/2011	Registered
Design Only 	United States of America	76/586,580	4/13/2004	2,943,523	4/26/2005	Registered
Design Only 	United States of America	77/922,495	1/28/2010	3,915,928	2/8/2011	Registered
Design Only 	United States of America	77/919,895	1/25/2010	3,837,805	8/24/2010	Registered
ANTI MONKEY BUTT	Australia	1274532	11/27/2008	1274532	11/27/2008	Registered
Design Only 	Australia	1348116	2/26/2010	1348116	2/26/2010	Registered
Design Only 	Australia	1348117	2/26/2010	1348117	2/26/2010	Registered
Design Only 	Australia	1274540	11/27/2008	1274540	11/27/2008	Registered

ANTI MONKEY BUTT	Canada	1420183	12/1/2008	TMA759085	2/9/2010	Registered
ANTI MONKEY BUTT Design 	Canada	1420184	12/1/2008	TMA759092	2/9/2010	Registered
BABY ANTI MONKEY BUTT DESIGN 	Canada	1468828	2/8/2010	TMA819363	3/7/2012	Registered
LADY ANTI MONKEY BUTT DESIGN 	Canada	1468830	2/8/2010	TMA784181	12/6/2010	Registered
ANTI MONKEY BUTT (Stylized) 	China	29463797	3/6/2018	29463797	2/7/2020	Registered
ANTI MONKEY BUTT	United Kingdom	2503601	11/28/2008	2503601	5/1/2009	Registered
Design Only 	United Kingdom	2538482	2/8/2010	2538482	5/14/2010	Registered
Design Only 	United Kingdom	2538483	2/8/2010	2538483	5/14/2010	Registered
Design Only 	United Kingdom	2503603	11/28/2008	2503603	5/1/2009	Registered
ANTI MONKEY BUTT	New Zealand	799620	27-Nov-2008	799620	28-May-2009	Registered

DESIGN ONLY 	New Zealand	799621	27-Nov-2008	799621	28-May-2009	Registered
Design Only 	New Zealand	819344	09-Feb-2010	819344	12-Aug-2010	Registered
Design Only 	New Zealand	819343	09-Feb-2010	819343	12-Aug-2010	Registered

Copyrights

Title	Registration No.	Registration Date
Dirt bike monkey.	VA0001293086	11/30/2004
Hiker monkey.	VA0001293087	11/30/2004
Powder monkey.	VA0001293088	11/30/2004
Race car monkey.	VA0001318351	11/30/2004
Chopper monkey.	VA0001318352	11/30/2004
ATV monkey.	VA0001318353	11/30/2004
Bicycle monkey.	VA0001318354	11/30/2004
Horse monkey.	VA0001318355	11/30/2004
Trucker monkey.	VA0001318356	11/30/2004
Biker monkey.	VA0001318357	11/30/2004
Fisher monkey.	VA0001318358	11/30/2004

Domain Names

antimonkeybutt.biz

antimonkeybutt.ca
antimonkeybutt.com
antimonkeybutt.info
antimonkeybutt.net
antimonkeybutt.org
antimonkeybutt.tv
antimonkeybutt.us
buyantimonkeybutt.com

Social Media Accounts

- Facebook – [antimonkeybutt](#)
- Twitter – [antimonkeybutt](#)
- Instagram – [antimonkeybutt](#)
- Pinterest – [Anti Monkey Butt](#)