

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CERTAIN DRI 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:	Certain Dri 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: 2			
Property Type	Number	Word Mark	
Registration Number:	3418319	CERTAIN DRI A.M.	
Registration Number:	0747719	CERTAIN DRI	
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		
NAME OF SUBMITTER:	Madeline Koo		
SIGNATURE:	/Madeline Koo/		
DATE SIGNED:	01/21/2021		
Total Attachments: 7			
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CERTAIN DRI PROPRIETARY RIGHTS ASSIGNMENT AGREEMENT

This Certain Dri 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 Certain Dri LLC (“Assignee”).

WHEREAS, Assignor is the sole owner of all rights, title and interests in the Certain Dri 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 Certain Dri 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 Certain Dri business (including the development, manufacturing, marketing, distribution and sale of products under the Certain Dri 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 “Certain Dri 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 Certain Dri 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 Certain Dri 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 Certain Dri Proprietary Rights and issue the patents, and register the trademark registrations and copyright registrations, from any pending applications included in the Certain Dri 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 Certain Dri 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 Certain Dri 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

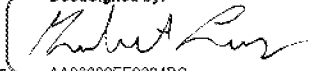
by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Proprietary Rights Assignment Agreement.

[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

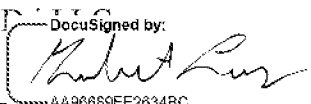
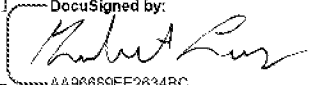
Certain  DocuSigned by:
By:  _____
AA96689FE2834BC...
Name: Robert Long
Title: President and Chief Executive Officer

EXHIBIT A

Trademarks and Trademark Applications

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Status
CERTAIN DRI A.M.	United States of America	78/837,527	3/15/2006	3,418,319	4/29/2008	Registered
CERTAIN-DRI	United States of America	72/138,214	2/19/1962	0,747,719	4/2/1963	Registered
CERTAIN DRI	Cambodia	75644/2017	8/30/2017	69295	9/28/2018	Registered
CERTAIN DRI	Canada	672493	12/12/1990	TMA402827	9/18/1992	Registered
CERTAIN DRI	China	43869498	1/16/2020	43869498	11/7/2020	Registered
CERTAIN DRI	Indonesia	D002017031000	7/11/2017	--	--	Pending
CERTAIN DRI	Laos	39929	8/31/2017	41226	5/22/2018	Registered
CERTAIN DRI	Mexico	1020828	7/17/2009	1117297	8/26/2009	Registered
CERTAIN DRI	Thailand	170124176	7/12/2017	--	--	Pending
CERTAIN DRI	Vietnam	4201714863	5/25/2017	40342297	1/13/2020	Registered
CERTAIN DRI	Argentina	2930576	22-Jul-2009	2364621	26-Apr-2010	Expired
CERTAIN DRI	Argentina	--	--	394162	29-Jan-2010	Abandoned

Copyrights

Title	Registration No.	Registration Date
Certain DRI anti-perspirant: anti-perspirant efficacy study for hyperhidrosis.	TX0005470404	1/23/2002
Certain DRI for hyperhidrosis.	TX0005479864	1/24/2002

Domain Names

certaindri.ca
certaindri.com

certaindri.us
certaindrifeet.com
certaindrifeet.net
certaindrifeet.org
certaindriteen.com

Social Media Accounts

- Facebook – certaindri
- Twitter – certaindri
- Instagram – certaindriofficial
- YouTube – Certain Dri
- LinkedIn – Certain Dri