

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754758

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900709531		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
All Mighty Green, LLC		05/01/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kittrich Corporation		
<b>Street Address:</b>	1585 West Mission Blvd.		
<b>City:</b>	Pomona		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91766		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90607614	ALL MIGHTY GREEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147362000		
<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>			
<b>Phone:</b>	714-736-2039		
<b>Email:</b>	davidk@kittrich.com		
<b>Correspondent Name:</b>	David E. Koerner		
<b>Address Line 1:</b>	1585 West Mission Blvd.		
<b>Address Line 4:</b>	Pomona, CALIFORNIA 91766		
<b>ATTORNEY DOCKET NUMBER:</b>	DK100110US0		
<b>NAME OF SUBMITTER:</b>	David E. Koerner		
<b>SIGNATURE:</b>	//David E. Koerner//		
<b>DATE SIGNED:</b>	09/12/2022		
<b>Total Attachments: 16</b>			
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## EXCLUSIVE MARKETING AND DISTRIBUTION AGREEMENT

This Agreement for Exclusive Marketing and Distribution of certain products ("Agreement"), effective May 1, 2020 ("Effective Date") by and between Kittrich Corporation, a California corporation, whose mailing address is 1585 W. Mission Blvd., Pomona, California 91766 ("Buyer" or "Kittrich"), All Mighty Green, LLC, a California limited liability company, whose address is 30251 Golden Lantern, Unit E367, Laguna Niguel, California 92677 ("Seller" or "AMG"), and, because he will be employed by Kittrich, Al Rosario, with respect to Sections that apply directly to him or to things in his control, who is the owner of Seller, and who will assure that any required assistance during and after the transition of marketing and distribution from AMG to Kittrich will occur ("Rosario"), each of who is a "Party", and collectively may be referred to as "The Parties. The Parties state as follows:

### RECITALS

**WHEREAS**, Seller owns and operates a business which manufactures, sells, and/or distributes various cleaning, degreasing, disinfecting and/or odor control products through an established distribution channel in the United States and other countries throughout the world; (the "Business"); and

**WHEREAS**, Rosario has held himself out as an expert in the field of natural, powerful, cleaning, degreasing, disinfecting and/or odor control products; and

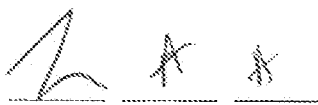
**WHEREAS**, Buyer wishes to acquire exclusive sales and marketing rights of the Business as set forth in this Agreement; and

**WHEREAS**, Seller has agreed to grant and the Buyer has agreed to acquire the exclusive rights to sell, market and/or distribute the various products currently part of the Business, as they exist or as they may be developed in the future.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the covenants, conditions, stipulations and agreements hereinafter contained, the Parties hereto, intending to be bound, do mutually covenant and agree as follows:

#### 1. Exclusive Rights to Business; Assumption of Contracts.

- a. Seller hereby grants, conveys, assigns, and transfers to the Buyer, all rights associated with those products, set forth on **Schedule 1** (the "Products"), permanently and forever, to the fullest extent possible under applicable law, free and clear of any and all liens and encumbrances, except as may be specifically identified in this Agreement, and the Buyer hereby accepts the conveyance, assignment, and transfer of rights to the Products and only assumes the Buyer's obligations under any contracts disclosed and listed on **Schedule 1** (the "Assumed Contracts"), which



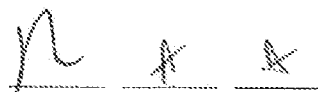
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is attached to this Agreement and incorporated by reference.

- b. Seller will make reasonable efforts to ensure that each current supplier or manufacturer will continue to sell applicable product to Buyer at pricing and specifications that are equal to or better than current pricing and specifications provided to Seller. However, no effort or action undertaken by Seller under this Agreement will be of any lesser effort or level of performance than would typically be undertaken by Seller regardless of this Agreement.
- c. Seller also hereby sells, conveys, assigns, and transfers to the Buyer, an exclusive license to use and/or exploit any and all rights in any names, tradenames, trademarks, patents, formulas or copyrighted material with respect to the Products, and intellectual property (Collectively referred to as "Intellectual Property") owned or controlled by Seller, which shall be listed as Exhibit C to **Schedule 1**, which is attached to this Agreement and incorporated by reference. If Seller has any reason to believe that any usage of said Intellectual Property is improper, prohibited, unauthorized and/or illegal, Seller shall, prior to execution, disclose this to Buyer.
- d. Buyer shall, at its sole discretion, have the sole and exclusive right and ability to market, distribute, promote and/or sell the Products through the entity of its choice, including as a division of Kittrich Corporation, whether that entity currently exists or is created in the future. Buyer may also, at its sole discretion, sell or assign any rights or privileges acquired under this Agreement to another entity. For the purposes of this Agreement, the division that sells, markets, distributes, promotes and/or manufactures the Products under this Agreement shall be referred to as the "AMG Division," although Kittrich reserves the right to call it by any reasonable business name for the purposes of carrying out this Agreement.

## **2. No Other Assumption of Liabilities.**

Buyer is not purchasing the entity of Seller, only the specific rights listed in this Agreement. Unless specifically identified on **Schedule 1** under the "Assumed Contracts" section, Buyer assumes no liabilities or obligations of the Seller, and the Seller will continue to be liable for any and all liabilities or obligations of the Seller not directly related to the Assumed Contracts, and any liabilities or obligations that are directly related to the Assumed Contracts must be fully-disclosed to Buyer prior to execution of this Agreement. Buyer does not and will not assume any liability under the Assumed Contracts arising before execution, unless otherwise specifically stated in writing signed by Buyer, and any assumed liabilities arising after execution must be with full knowledge and approval of Buyer. If Buyer should be negatively impacted or affected by any chargebacks, debits or other costs and/or expenses stemming from or related to any of Seller's liabilities or pre-execution date accounts or transactions, Buyer shall have the right to collect from Seller, or withhold from payments due to Seller under this Agreement, the amount of such chargeback, debit, cost and/or expense. To be clear, Buyer will not be responsible for any cost, expense, liability or obligation of Seller, unless such cost, expense, liability or obligation is specifically referenced in this



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Agreement or otherwise known and approved by Buyer.

3. Purchase Price.

[REDACTED]

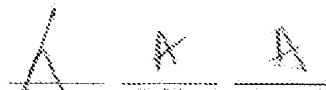
4. Infrastructure.

Kittrich will provide the full infrastructure for the sales and distribution of the Products, including, but not limited to, buying raw materials and/or finished products, storing and inventorying raw materials and/or finished products, shipping orders, billing for orders and collecting sales revenues from orders. If appropriate, and at Buyer's sole discretion, Buyer may choose to blend and/or fill applicable products at one of its facilities or the facility of an affiliated entity.

5. Seller's Existing Facility.

Seller will terminate its existing lease at its current facility in Lake Forest, California at the end of the current term. In any event, Buyer will pay no more than [REDACTED]

[REDACTED]



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what for the purposes of this Agreement will be referred to as the "AMG Division," then sixty percent (60%) of the net sales price received, after all costs and expenses are deducted, will go to Buyer, with the remaining forty percent (40%) going to Seller or Rosario, as instructed by Rosario. The "AMG Division" will be the division that sells, markets, manufactures and/or distributes the Products and for the purposes of this section, will not include any other products that originated from any other source besides Seller.

9. Death of Principal of Buyer.

[REDACTED]

10. Employment.

[REDACTED]

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[REDACTED]

**11. Matching Salary for Principal of Buyer.**

[REDACTED]

**12. Geographic Territory and Distribution Channels.**

Buyer is acquiring sole and exclusive rights to distribute, market, promote and/or sell the Products under this Agreement in the United States, its territories and possessions, and the entire world. This includes any and all distribution methods or channels, existing now or in the future, whether wholesale, retail, agricultural, commercial, industrial, e-commerce, brick and mortar stores, internet sales, direct to consumer marketing or any other sales method. Seller agrees not to ever promote in any way, or sell any of the Products, or any product competing with or similar to any of the Products, through any distribution channel in any country at any time, other than in the sole fulfillment of obligations for the benefit of Buyer under this Agreement. Neither will Seller grant any rights or licenses to any third party other than Buyer, in any of the Products or Intellectual Property, or any other products or intellectual property similar to or competing with any of the Products under this Agreement.

**13. Representations and Warranties of Seller.**

Seller, represents and warrants to Buyer, to the best of its knowledge and belief, which representations and warranties Buyer is relying upon:

- a. That it can enter into this Agreement freely, has full entity power and authority to do so, and that there are no persons or entities that have any rights, licenses, options or ownership interests that could interfere with this Agreement or that would be adverse to Buyer;
- b. That Seller now has and at the time of the execution of this Agreement, will have good and marketable title to all the Products and Intellectual Property, and, unless specifically disclosed otherwise, will have the full right and power to transfer rights and licenses to Buyer, free and clear of any security interests, liens, claims, options, charges or other encumbrances;
- c. That Seller is not violating any restrictions with respect to its articles of incorporation, corporate bylaws, or any clause, condition, prior agreement, license, law or regulation that Seller may be subject to;



- d. That All Mighty Green, LLC, is a valid California limited liability company in good standing with the California Secretary of State, the California Franchise Tax Board, the United States Internal Revenue Service, and any other applicable local, state or federal agency;
- e. That no person or entity has any right or other claim against Seller for any commissions, fees, wages, judgments, settlements or compensation as a finder or broker in connection with the transaction contemplated by this Agreement;
- f. That there are no current, or to Seller's knowledge, pending or contemplated lawsuits either against or initiated by Seller or its owners and/or principals, that there are no planned or contemplated strategic breaches of Agreements with customers or vendors, and that all current vendor accounts are current on credit terms or paid in full, unless specifically addressed in this Agreement. If Buyer, for any reason, is forced or required to pay any obligation of Seller, then Seller shall either reimburse Buyer or Buyer shall deduct such amount from sales revenues prior to calculating any net profits or profit share under this Agreement.
- g. That, prior to and during any transition period, including well after execution of this Agreement, Seller will assist in any required introduction and transfer of vendors, customers or other relationships to Buyer, and to the best of Seller's ability, help facilitate continuing relationships or any other action required to complete obligations under this Agreement.
- h. That Seller either owns or has the express written permission to use the images or statements used on any packaging, marketing, social media accounts (including, without limitation Facebook, Google Plus, LinkedIn, Twitter and YouTube accounts);
- i. That Seller is the owner of all right, title and interest in and to all of the Trademarks or other Intellectual Property, in each case free and clear of any and all encumbrances, covenants, conditions and restrictions or other adverse claims or interests of any kind or nature. Seller has not received any written notice or claim or any oral notice or claim, challenging Seller's complete and exclusive ownership of the Trademarks or any other Intellectual Property included in this Agreement.
- j. That Seller will cooperate in taking any action or executing any document or agreement required to complete all obligations under this Agreement, whether or not such action is specifically referenced in this Agreement, and whether or not such document is required now or in the future.
- k. That Seller represents and warrants that the Products and formulae under this Agreement comply with California's Safe Drinking Water and Toxic Enforcement Act of 1986, also known as Proposition 65, and that Seller will indemnify, defend and hold harmless Buyer from any actions, claims or lawsuits brought against Buyer, resulting from any claims or allegations under Proposition 65.

- i. That Seller will indemnify, defend, and hold harmless Buyer from and against any financial loss, legal liability, damage, or expense arising from any breach of the above representations and warranties, or any action arising from Seller's conduct prior to the execution of this Agreement.

#### **14. Mutual Representations and Warranties.**

The parties hereto mutually warrant and represent to each other, to the best of their knowledge and belief, that:

- a. There are no agreements which would prohibit any Party from entering into this Agreement and the contents of any certificates or other documents furnished by either Party and attached to this Agreement on their behalf, shall be true and correct;
- b. No representation or warranty made by Seller or Buyer contained in this Agreement contains, or fails to contain and/or state, any material fact that would any statements herein or therein contained misleading or untruthful;
- c. All representations and warranties contained in this Agreement shall survive the execution and full implementation of this Agreement.

#### **15. Non-Solicitation; Confidentiality.**

- a. The Seller and the Buyer shall hold the terms of this Agreement in confidence, and shall not use or disclose such information for any purpose other than in furtherance of this Agreement. Disclosure may only be made to professional advisors or other personnel who need to know the terms herein, and anyone who has access to any terms of this Agreement or other Confidential Information must be instructed to maintain its confidentiality and not otherwise disclose. "Confidential Information" means information directly or indirectly involving the subject matter of this Agreement or any information pertaining to either Seller or Buyer that is not generally available or open to the public. Seller, directly or indirectly, will not solicit or attempt to do business with customers or accounts in any country or territory other than in the fulfillment of this Agreement for the benefit of Buyer.
- b. The Seller and the Buyer each acknowledges and agrees that its breach of anything in this Section 15 would result in irreparable damage and continuing injury to the other Party. Breach shall include breach by any advisor, personnel or third party that any Party may have rightfully disclosed Confidential Information to. Therefore, in the event of any breach or threatened breach of such agreements, the Seller and the Buyer each agrees that the other Party will be entitled to an injunction from any court of competent jurisdiction enjoining such person or entity from committing any violation or threatened violation of this Section.

#### **16. Accuracy of Representations and Warranties.**

The representations and warranties made by the Seller with respect to this Agreement

shall be correct in all material respects on and as of the date such representations and warranties are made, through the date of execution and continued performance under this Agreement. Seller will immediately inform Buyer of any material change at any time.

**17. Deliveries on Execution.**

Upon execution of this Agreement, immediately thereafter, or as otherwise mutually-agreed between the Parties, the following deliveries shall occur:

**a. Deliveries by Seller:**

- i. Executed Agreement;
- ii. The required consents, if any, of the directors and/or shareholders of the corporation;
- iii. The Products;
- iv. Assignment or transfer of any and all intellectual property and/or assignments in registrable form, if applicable, of all trademarks and trade names, whether or not registered, patents, copyrights, and other such forms of intellectual property, including all goodwill associated with same, which form part of the Products and Intellectual Property as more fully described in Schedule 1; and,
- v. Such other documents as are required by this Agreement.

**b. Deliveries by Buyer:**

- i. Executed Agreement; and
- ii. Such other documents as are required by this Agreement.

**18. Risk and Insurance.**

The risk of loss of the Product or other items shall remain with Seller until all Products or other applicable items are in the exclusive possession of Buyer. Any property, casualty, liability and other insurance maintained by Seller shall remain the responsibility of the Seller unless specifically assumed by Buyer.

**19. Parties in Interest.**

Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto and their personal representatives, any rights or remedies under or by reason of this Agreement.

**20. Expenses.**

Each of the Parties shall bear unto themselves all expenses incurred by them in connection with this Agreement and in the consummation of the transactions contemplated hereby and in preparation thereof, except as otherwise stated herein.

**21. Amendment and Waiver.**

Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally, or in any manner other than by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provisions or of any future event, act or default.

**22. Choice of Law/Venue.**

It is the intention of the Parties that this Agreement be bound and construed under the laws of the State of California, without regards to its conflicts of laws principles. Venue and Jurisdiction for any actions or disputes shall be in Los Angeles County, California.

**23. Section and Other Headings.**

Section, paragraph, and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**24. Counterpart Execution.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. A facsimile signature shall have the same effect as an original.

**25. Gender and Number.**

All personal pronouns used in this Agreement shall include the other genders whether used in the masculine or feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

**26. Indemnification.**

To the fullest extent permitted by law, the Parties hereto shall indemnify and hold harmless each other (collectively and individually "Indemnities"), from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any representations or warranties given under this Agreement, or any intentional, negligent or reckless conduct by a Party prior to this Agreement which results in a third party bringing any claim or legal proceeding against the other Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnities, which should otherwise exist in favor of a party or persons to this Agreement. This Indemnification shall be deemed part of this Agreement.

Handwritten initials and signature in black ink, consisting of a large stylized 'A' followed by two smaller 'A's.

**27. Attorney's Fees.**

In the event that any action, suit, or other proceeding in law or in equity is brought to enforce this Agreement, with respect to this Agreement or to obtain money damages for the breach thereof, the prevailing party will only be entitled to attorney's fees, expenses and costs if the arbitrator, as provided for in the Arbitration Clause below, deems appropriate.

**28. No Construction Against Preparer.**

This Agreement has been prepared in accordance with negotiations by all Parties and their respective professional advisors. Seller and Buyer, and their respective advisors, believe that this Agreement is the product of their joint efforts, that it expresses their Agreement, and that it should not be interpreted in favor of any one Party or against any other Party merely because of their efforts in its preparation.

**29. Severability.**

In the event any of the clauses or covenants contained in this Agreement are construed to be invalid or unenforceable, the same shall not affect the remainder of the clause or clauses, covenant or covenants, which shall be given full effect without regard to the invalid portion.

**30. Integrated Agreement.**

This Agreement, including all documents referenced herein and to be delivered pursuant hereto, constitutes the entire Agreement between the Parties and there are no Agreements, understandings, restrictions, warranties, or representations between the Parties other than those set forth herein or herein provided for.

**31. Survival of Representations and Warranties.**

The representations and warranties contained in and made pursuant to this Agreement shall survive after execution.

**32. Cooperation.**

The parties agree to conduct themselves in a good faith manner and to use their best efforts and fully cooperate to execute all documents and take any steps necessary in order to effectuate the provisions of this Agreement.

**33. Arbitration of Disputes.**

If any claim, dispute or controversy (any or all of which shall be hereinafter referred to as the "Dispute" or the "Disputes") shall arise between the Parties hereto with respect to the making, construction, terms or interpretation of this Agreement or the Transaction

Documents or any breach thereof, or the rights or obligations of any party hereto, or thereto, the Parties shall attempt, in good faith, to resolve such Dispute between them. If the Parties, after attempting to resolve between themselves, cannot resolve the Dispute, then the Dispute shall, in lieu of court action, be submitted to mandatory, binding arbitration upon written demand of either party. Any "Notice of Arbitration" must be (i) timely according to the applicable Statutes of Limitation, (ii) served by mail upon the party against whom arbitration is sought; and shall be subject to and administered by the American Arbitration Association or other alternative dispute resolution organization if mutually agreed between the Parties, in Los Angeles County, California, pursuant to the commercial arbitration rules and procedures in place at the time the dispute is brought before such organization. Judgment on the Award may be entered in any court having jurisdiction. Nothing in this section shall prevent either Party from obtaining equitable or injunctive relief in a court of law. The Parties shall pay their own costs and expenses, including attorneys' fees, as well as sharing equally the cost of the arbitration, unless there is a statutory basis for the arbitrator to, in his discretion, award and such costs or fees.

**34. Notice.**

All notices, requests, demands, tenders or other communications required or permitted hereunder ("Notices") must be in writing and are deemed to have been duly given if (a) delivered personally, (b) mailed, certified or registered mail, return receipt requested, postage prepaid, (c) sent by FedEx or other nationally recognized overnight courier service or overnight express U.S. Mail, postage prepaid, or (d) sent by e-mail transmission, followed with an original sent in accordance with (a), (b) or (c) above, as follows:

**Kittrich Corporation**  
1585 W. Mission Blvd.  
Pomona, CA 91766  
Attn: Robert Friedland  
E-Mail Address: [roberif@kittrich.com](mailto:roberif@kittrich.com)

**All Mighty Green, LLC**  
30251 Golden Lantern, Unit E367.  
Laguna Niguel, CA 92677  
Attn: Al Rosario  
E-Mail Address:


**Al Rosario**

E-mail Address:




IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Buyer:  
Kittrich Corporation

By:   
\_\_\_\_\_  
Robert Friedland  
President

Seller:  
All Mighty Green, LLC

By:   
\_\_\_\_\_  
Al Rosario  
President

By:   
\_\_\_\_\_  
Al Rosario  
As an Individual

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## SCHEDULE 1

### PRODUCTS.

"Products" means all of the products and associated material of the Seller used or useful in the operation of the Business, including the following, but specifically excluding assets not purchased:

- a. Access to all books, records, accounts receivable, mailing lists, customers and customer lists, distributor and vendor lists, as set forth on **Exhibit A** to this **Schedule 1**, advertising and promotional materials and all other documents used by the Seller in the Business (whether in hard copy or electronic form);
- b. the "Inventory," as set forth on **Exhibit B** to this **Schedule 1**, if mutually agreed upon, all of which must be new, re-sellable quality and not old stock, discontinued, or outdated products or materials. Any Inventory with a shelf life less than eighteen months from the effective date shall not be considered new or re-sellable. The Inventory will be determined by a physical count;
- c. exclusive rights to any and all products marketed, developed, sold, manufactured or distributed by Seller, whether already existing, planned or in development, shall be included in this Agreement, and the sole and exclusive right to sell, market, distribute, promote and/or manufacture such products shall be granted to Buyer. Seller may not continue to sell, market, distribute, promote and/or manufacture any other products during the term of this Agreement for any other purpose than in the fulfillment of this Agreement.
- d. Exclusive rights to all trade names, and associated goodwill, and all copyrights, patents, trademarks, trade secrets, and other intellectual property, including but not limited to plans, research and development of products, both current and contemplated and developed by or on behalf of Seller for use or distribution in the Territory, as listed in Exhibit C to this Schedule 1;

### Assumed Contracts or Liabilities.

There shall be no assumed contracts or liabilities under this Agreement, either before or after execution, other than if specifically addressed in this Agreement.

### EXHIBIT A to SCHEDULE 1

### Books, records, lists of customers, distributors and vendors



Full list to be provided by Seller and must include all applicable information pertaining to or related to all customers, distributors, vendors, manufacturers, suppliers, accounts, retailers and stores located or doing business anywhere. Customers will include all accounts through any distribution channel located anywhere that have currently or previously purchased any products through Seller.

**EXHIBIT B to SCHEDULE 1**

Inventory

**Inventory and Product Items:**

Attach full list of all inventory and products that will be marketed, promoted, sold, distributed and/or manufactured by Buyer.

**EXHIBIT C to SCHEDULE 1**

Intellectual Property and Products Described in Schedule 1,

[REDACTED]

All trade names, and associated goodwill, and all copyrights, patents, trademarks, trade secrets, formulae and other intellectual property, including but not limited to plans, research and development of products, both current and contemplated and developed by or on behalf of Seller in connection with the Products. However, any trade names, copyrights, patents, trademarks, trade secrets, formulae and/or other intellectual property, or products developed by Buyer after execution of this Agreement, whether with or without the assistance of Seller or Rosario, shall be, and always will, remain the sole and exclusive property of Buyer unless otherwise sold, transferred or assigned at the exclusive right and discretion of Buyer.

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**EXHIBIT D to SCHEDULE 1**

**Net Profit Calculation**

Buyer shall be entitled to deduct certain expenses prior to determining Net Profit and Net Profit Share under this Agreement. Net Profits shall be gross profits determined by generally acceptable accounting practices, which shall include, but not be limited to, deducting expenses associated with the development, manufacturing, sales and marketing of Products under this Agreement, regulatory and compliance costs, legal expenses and other fees or costs related to this Agreement, and shall also include deductions such as for bad debt, prepaid freight, sales commissions, applicable salaries and administrative expenses, manufacturing and materials cost, storage and inventory cost and expense, insurance and general overhead cost and expenses, with further deductions for all account deductions and allowances, including, but not limited to, advertising, volume rebates, freight allowances, payment terms, shows, trade shows, new and/or remodeled stores percentage, defective returns, etc. Any cost or expense incurred by Buyer in furtherance of this Agreement, whether on a cash or accrual basis, may be deducted prior to determination of Net Profit.



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