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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM744339

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Earth Science Laboratories, Inc.		07/20/2021	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	Rec. Water Solutions, LLC	
Street Address:	903 N. 47th Street, Suite 105	
City:	Rogers	
State/Country:	GEORGIA	
Postal Code:	72756	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5014377	ALGAESHIELD
Registration Number:	1740753	PRISTINEBLUE
Registration Number:	1746672	PRISTINE CHECK
Registration Number:	1742600	PRISTINECLEAN
Registration Number:	3094357	PRISTINECLEAR
Registration Number:	3080877	PRISTINEEXTRA
Registration Number:	1740754	PRISTINEPOWER

CORRESPONDENCE DATA

Fax Number: 4048156555

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.

Phone: 404-815-6500

Email: tmadmin@kilpatricktownsend.com, BCraig@kilpatricktownsend.com

Correspondent Name: Christine P. James

Address Line 1: Kilpatrick Townsend & Stockton LLP Address Line 2: 1100 Peachtree Street NE, Ste 2800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 1164447

NAME OF SUBMITTER: Beth Craig

TRADEMARK REEL: 007806 FRAME: 0235

900709983

SIGNATURE:	/Beth Craig/
DATE SIGNED:	07/28/2022

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made effective as of July 20, 2021, by Earth Science Laboratories, Inc., a Nevada corporation, (herein, "<u>Assignor</u>") and Rec. Water Solutions, LLC, a Delaware limited liability company (herein, "<u>Assignee</u>").

WHEREAS, Assignor is the sole and exclusive owner of the Marks (as defined in Section 1) adopted and used by Assignor; and

WHEREAS, Assignor desires to assign all its right, title, and interest in and to the Marks, and Assignee desires to receive an assignment of all of Assignor's right, title, and interest therein and thereto, including (without limitation) all goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, for the sum of ONE HUNDRED DOLLARS (\$100) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment to Assignee:

- 1. <u>The Marks</u>. The Marks being assigned by Assignor to Assignee hereunder (together with all associated goodwill), all applications for registration therefor, and all registrations thereof (the "<u>Marks</u>") are as identified on <u>Exhibit A</u> (attached hereto and made a part hereof).
- 2. <u>Assignment</u>. Assignor does hereby sell, assign, transfer, and convey to Assignee its entire right, title, and interest in and to the Marks throughout the world and any and all rights to any registrations therefor or applications for registrations thereof which may now or hereafter exist anywhere in the world, together with all of Assignor's goodwill associated therewith or symbolized thereby throughout the world, as well as any common law trademark rights in marks that are confusingly similar to the Marks.
- 3. Other Actions. Assignor agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Assignee sole and exclusive title to the Marks and the rights transferred hereunder. In this regard, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver any and all such documents or instruments as Assignee may deem necessary or appropriate to vest in Assignee sole and exclusive right, title, and interest in and to the Marks and all other rights assigned hereunder. Such appointment shall be deemed to be a power coupled with an interest and is, therefore, irrevocable.
- 4. <u>Additional Rights</u>. In addition to the above-specified rights, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership or use rights of the Mark, whether such infringement or violation occurs in the future or has occurred in the past. This right includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for its own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action, at Assignee's expense.

4823-9998-4357.1

5. <u>Communications</u>. Assignee is authorized to communicate with the United States Patent and Trademark Office (and corresponding offices or agencies in other countries of the world), and the United States Patent and Trademark Office (and corresponding offices or agencies in other countries of the world) is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

[Signature Page Follows]

4823-9998-4357.1

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment as of the day and year first above written.

EARTH SCIENCE LABORATORIES, INC.

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By: Name: David Nicholas

Title: Chief Executive Officer

REC. WATER SOLUTIONS, LLC

100

By: Name: David Nicholas

Title: Manager

[Signature Page to Trademark Assignment]

RECORDED: 07/29/2022

Exhibit A

Marks

The Marks being assigned are as identified below:

MARK	SERIAL / REGISTRATION NO.
AlgaeShield	86704049 / 5014377
PristineBlue	74273926 / 1740753
Pristine Check	74281621 / 1746672
PristineClean	74274038 / 1742600
PristineClear	78541036 / 3094357
PristineExtra	78541040 / 3080877
PristinePower	74274035 / 1740754
CYA Down	Common law; not registered
EnzyPure	Common law; not registered
MetalShield	Common law; not registered
Performance Chemistry	Common law; not registered
PristineStrips	Common law; not registered

[Exhibit A]