

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491494

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blistex Bracken LLC		09/07/2018	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blistex Inc.		
<b>Street Address:</b>	1800 Swift Drive		
<b>City:</b>	Oak Brook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60523		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0804558	BLISTEX	
<b>Registration Number:</b>	2817472	BLISTEX	
<b>Registration Number:</b>	1094204	BLISTEX	
<b>Registration Number:</b>	3829379	DISCOVER BLISS. DISCOVER BLISTEX.	
<b>Registration Number:</b>	5060520	THERE'S NO BLISS LIKE BLISTEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124276663		
<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>	3124271300		
<b>Email:</b>	CHIUSTM@LADAS.NET		
<b>Correspondent Name:</b>	Burton S. Ehrlich		
<b>Address Line 1:</b>	224 S. Michigan Avenue, Suite 1600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>ATTORNEY DOCKET NUMBER:</b>	M218704476		
<b>NAME OF SUBMITTER:</b>	Burton S. Ehrlich		
<b>SIGNATURE:</b>	/bsehrlich/		
<b>DATE SIGNED:</b>	09/26/2018		

CH \$140.00 0804558

**Total Attachments: 12**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is entered into and made effective as of September 7, 2018, by and between Blistex Bracken LLC, a Nevada limited liability company ("Assignor"), and Blistex Inc., an Illinois corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

A. Assignor and Assignee are parties to that certain Intellectual Property Purchase Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee certain Intellectual Property (as defined below) of Assignor, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with governmental authorities in applicable jurisdictions, including, but not limited to, the United States Patent and Trademark Office. For purposes herein, "Intellectual Property" means any and all of the following in any jurisdiction throughout the world: (a) trademarks and service marks, including all common law rights, state, federal, and/or foreign applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations, and works of authorship, whether or not copyrightable; (c) trade secrets and confidential know-how; (d) patents and patent applications; (e) websites and internet domain name registrations; and (f) all other intellectual property and industrial property rights and assets, and all rights, interests, and protections, whether statutory or under common law, that are associated with, similar to, or required for the exercise of, any of (a) through (e).

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

I. Assignment. In consideration of the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby purchases and acquires from Assignor, all of Assignor's right, title, and interest in, to, and under the following anywhere in the world, together with all goodwill associated therewith and symbolized thereby (collectively, the "Acquired Rights"):

(a) the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin (collectively, the "Trademarks") listed on Schedule I attached hereto, and all registrations, applications for registration, and renewals or other maintenance of such Trademarks, as well as any other interest Assignor may hold anywhere in the world relating to (i) the Trademarks or (ii) the Business, together with all goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "Acquired Marks")

(b) all internet domain name registrations and applications, anywhere in the world, incorporating any Acquired Mark or any acronym, abbreviation, or component thereof (the "Domains"), and all associated web addresses, URLs, websites, and web pages;

(c) all royalties, fees, income, payments, and other proceeds arising after the Closing that become due and payable after the Closing with respect to any of the foregoing identified in clauses (a) and (b);

(d) all claims, rights, remedies, and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims and remedies for damages (with the right to obtain and retain any monetary remuneration or costs), restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default, and all rights of priority and protection of interests in any of the foregoing under the laws of any jurisdiction worldwide;

(e) any other Intellectual Property or Intellectual Property rights that Assignor holds or purports to or may hold to the extent relating to the Acquired Marks, the Domains, or the Business; and

(f) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing identified in clauses (a) through (e) provided by any applicable law, treaty, or other international convention throughout the world, including any common law rights or any claims for protection of an Acquired Mark in a country or jurisdiction where there is an existing registration or a pending application, and further including in a country or jurisdiction where for a mark there is no registration or in which no application for registration is pending, as of the Closing (as defined below).

2. Recording and Further Actions. Assignor authorizes the relevant local jurisdictional Trademark Office, Commissioner for Trademarks, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the execution of this Assignment as requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor of Assignee or to otherwise record such documents as may be necessary for bringing record title or rights into the Assignee.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

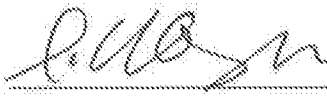
[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNOR:

BLISTEX BRACKEN LLC

By:   
Name: John L. Bracken  
Title: Manager

By:   
Name: Laura B. Clough  
Title: Manager

By: \_\_\_\_\_  
Name: Carol B. Clemency  
Title: Manager

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNOR:

BLISTEX BRACKEN LLC

By: \_\_\_\_\_

Name: John L. Bracken

Title: Manager

By: \_\_\_\_\_

Name: Laura B. Clough

Title: Manager

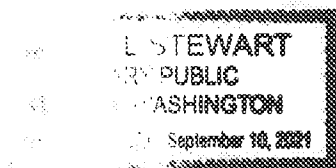
By:  \_\_\_\_\_

Name: Carol B. Clemency

Title: Manager

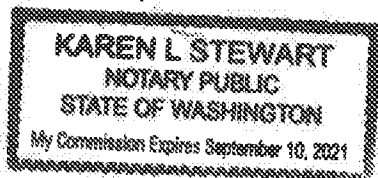
STATE OF WASHINGTON )  
 )SS.  
COUNTY OF KING )

On the 5<sup>th</sup> day of September, 2018, before me personally appeared John L. Bracken, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as a Manager of Blistex Bracken LLC, a Nevada limited liability company, and acknowledged the instrument to be the free act and deed of Blistex Bracken LLC for the uses and purposes mentioned in the instrument.



Karen L Stewart  
Notary Public  
Printed Name: Karen L. Stewart

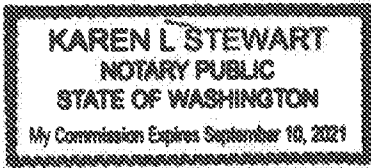
My Commission Expires: 9-10-21





STATE OF WASHINGTON )  
 )SS.  
COUNTY OF KING )

On the 5<sup>th</sup> day of September, 2018, before me personally appeared Laura B. Clough, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as a Manager of Blistex Bracken LLC, a Nevada limited liability company, and acknowledged the instrument to be the free act and deed of Blistex Bracken LLC for the uses and purposes mentioned in the instrument.



Karen L Stewart  
Notary Public  
Printed Name: Karen L. Stewart

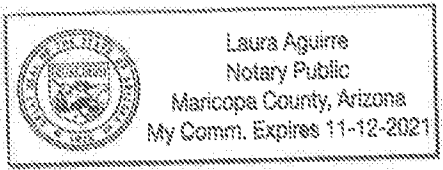
My Commission Expires: 9-10-2021

STATE OF AZ )  
 )SS.  
COUNTY OF Maricopa )

On the 5 day of September, 2018, before me personally appeared Carol B. Clemency, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as a Manager of Blistex Bracken LLC, a Nevada limited liability company, and acknowledged the instrument to be the free act and deed of Blistex Bracken LLC for the uses and purposes mentioned in the instrument.

Laura Aguirre  
Notary Public  
Printed Name: Laura Aguirre

My Commission Expires: 11/12/2021



ASSIGNEE:

BLISTEX INC.

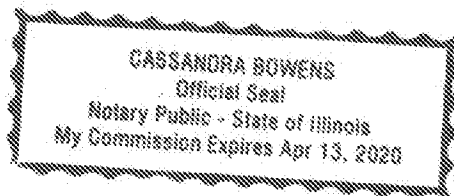
By: *Justin Arch*  
Name: Justin Arch  
Title: Chief Executive Officer

STATE OF ILLINOIS )  
COUNTY OF YALD )SS.  
)

On the 7th day of September, 2018, before me personally appeared Justin Arch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of Blistex Inc., an Illinois corporation, and acknowledged the instrument to be the free act and deed of Blistex Inc. for the uses and purposes mentioned in the instrument.

*Cassandra Bowens*  
Notary Public  
Printed Name: CASSANDRA BOWENS

My Commission Expires: \_\_\_\_\_



SCHEDULE 1  
ACQUIRED MARKS

See attached.

SCHEDULE 1

**TRADEMARK**  
**REEL: 006444 FRAME: 0531**



