

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM521756

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900496126

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Environmental Sports Products, LLC		04/11/2019	Limited Liability Company: ALABAMA

**RECEIVING PARTY DATA**

<b>Name:</b>	ESPRO Acquisition, LLC
<b>Street Address:</b>	5550 West Touhy, Suite 200
<b>City:</b>	Skokie
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60077
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3648623	ESPRO
<b>Registration Number:</b>	3648624	O

**CORRESPONDENCE DATA**

**Fax Number:** 8475097709

*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:** 8475097700

**Email:** sanast@lgclaw.com

**Correspondent Name:** Robert D. Gorman, Esq.

**Address Line 1:** 500 Skokie Boulevard, Suite 650

**Address Line 4:** Northbrook, ILLINOIS 60062

<b>NAME OF SUBMITTER:</b>	Robert D. Gorman
<b>SIGNATURE:</b>	/robertdgorman/
<b>DATE SIGNED:</b>	05/02/2019

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (“Assignment”) is entered into effective as of the 11th day of April, 2019 (the “Effective Date”), by and between Environmental Sports Products, LLC, an Alabama limited liability company (hereinafter “Assignor”), and ESPRO Acquisition, LLC, an Illinois limited liability company (hereinafter “Assignee”).

**RECITALS**

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the marks described below, including Assignor’s common law rights associated therewith (collectively, the “Marks,” and individually, a “Mark”), together with the goodwill of the business in connection with which each such Mark is used:

FILING JURISDICTION	TRADEMARK	REG. NO.
USPTO Principal Register	ESPRO	3,648,623
USPTO Principal Register	PACKAGING SYMBOL	3,648,624

WHEREAS, Assignor and Assignee are contemporaneously herewith executing that certain Asset Purchase Agreement dated as of the Effective Date (the “Purchase Agreement”), by and among Assignee, Assignor, Steve Dean, Hu Langston and Garrett Dean, pursuant to which Assignee is purchasing, among other assets, the Marks and other common law trademarks, logos, formulas and other intellectual property associated with the Assignor’s EPRO sports cleaner products (collectively, the “Intellectual Property”), among other assets, and pursuant to which Assignor has agreed to assign the legal and equitable title to the Intellectual Property to Assignee, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Trademark Assignment.** Assignor agrees to and does hereby sell, transfer, convey and assign unto Assignee, its successors and assigns, and Assignee does hereby accept, all right, title and interest which Assignor has in and to the Mark, the other Intellectual Property, as well as all of the goodwill of the business to which the Mark pertains and all of Assignor’s rights of enforcement and recovery for past infringement of the Mark and the other Intellectual Property. Assignor agrees to execute and deliver, at the reasonable request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may reasonably require in order to vest all right, title and interest which Assignor has in and to the Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the United States Patent and Trademark Office (“USPTO”) or any other governmental entity, to the extent that such evidence is in the possession or control of Assignor.

2. Communications. Assignor hereby agrees: (a) to communicate to Assignee, its successors and assigns, representative and agents, all facts and information known or available to Assignor respecting said Intellectual Property, including evidence for interference, reexamination, reissue, opposition, revocation, extension or infringement purposes or other legal, judicial or administrative proceedings, whenever requested by Assignee; (b) to testify in person or by affidavit as required by Assignee, its successors and assigns, in any such proceeding in with respect to the Intellectual Property; (c) to execute and deliver, upon request by Assignee, all lawful papers including, but not limited to, original, divisional, continuation and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations and depositions; and (d) to provide all reasonable assistance to Assignee, its successors and assigns, in obtaining and enforcing proper title in and protection for said Intellectual Property under the intellectual property laws of the United States and countries foreign thereto.

3. Authority to Sell. Assignor hereby represents and warrants that Assignor has the sole, full and unencumbered right to sell, assign and transfer the interests sold, assigned and transferred herein, and that Assignor has not executed and will not execute any document or instrument in conflict herewith.

4. Representations and Warranties. Assignor hereby represents and warrants that Intellectual Property is owned exclusively by Assignor. Assignor has not received any written notice or claim from any person challenging the right of Assignor to use any of the Intellectual Property. Assignor has not made any claim in writing alleging a violation, infringement, misuse or misappropriation by any third party (including any employee or former employee of Assignor) of its rights to, or in connection with any Intellectual Property. The registrable Intellectual Property owned by Assignor has been duly registered in, filed in or issued by the USPTO, and registration, filing and issuance remains in full force and effect as of Closing. No right or license has been granted to any third party by Assignor in any of the Intellectual Property. The Intellectual Property does not infringe upon the intellectual property rights of any third party.

5. Further Authority. Assignor hereby grants to the law firm of Levun, Goodman & Cohen, LLP ("LGC"), the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the USPTO for recordation of this Assignment.

6. Counterparts. This Assignment may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument.

*SIGNATURE PAGE FOLLOWS*

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

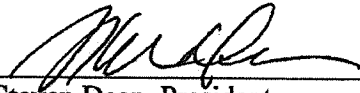
**ASSIGNEE:**

**ESPRO Acquisition, LLC**  
an Illinois limited liability company

By: **Jelmar, LLC**, an Illinois limited liability company, its Manager

**ASSIGNOR:**

**Environmental Sports Products, LLC**,  
an Alabama limited liability company


By:   
Steven Dean, President

By: \_\_\_\_\_  
Alison Gutterman, its Manager

State of Alabama            )  
  ) SS.  
County of Franklin        )

The undersigned, a notary public in and for the above county and state, certifies that Steven Dean, known to me to be the same person whose name is subscribed above, appeared before me in person and acknowledged signing and delivering the Assignment as the free and voluntary act of such person, for the uses and purposes therein set forth.

Dated: April 12, 2019

  
Notary Public

My commission expires September 5th 2021



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

**ASSIGNEE:**

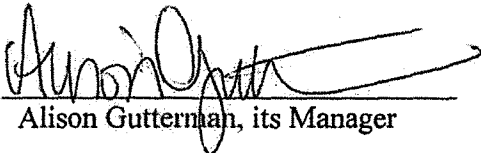
**ESPRO Acquisition, LLC**  
an Illinois limited liability company

**ASSIGNOR:**

**Environmental Sports Products, LLC,**  
an Alabama limited liability company

By: **Jelmar, LLC**, an Illinois limited liability company, its Manager

By: \_\_\_\_\_  
Steven Dean, President

By:   
Alison Gutterman, its Manager

State of Alabama            )  
  ) SS.  
County of Franklin        )

The undersigned, a notary public in and for the above county and state, certifies that Steven Dean, known to me to be the same person whose name is subscribed above, appeared before me in person and acknowledged signing and delivering the Assignment as the free and voluntary act of such person, for the uses and purposes therein set forth.

Dated: April \_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Int. Cl.: 3

Prior U.S. Cls.: 1, 4, 6, 50, 51 and 52

Reg. No. 3,648,623

United States Patent and Trademark Office

Registered June 30, 2009

Corrected

OG Date Aug. 4, 2009

**TRADEMARK  
PRINCIPAL REGISTER**

**ESPRO**

ENVIRONMENTAL SPORTS PRODUCTS,  
LLC (ALABAMA LIMITED LIABILITY  
COMPANY)  
492 PAIGE DRIVE  
BIRMINGHAM, AL 35226

THE MARK CONSISTS OF STAN-  
DARD CHARACTERS WITHOUT CLAIM  
TO ANY PARTICULAR FONT, STYLE,  
SIZE, OR COLOR.

FOR: CLEANING PREPARATIONS,  
NAMELY, ALL PURPOSE CLEANERS,  
DEODORIZING CLEANERS, NAMELY,  
SPOT AND STAIN REMOVERS WITH  
DEODORIZER; LAUNDRY DETER-  
GENTS; SPOT AND STAIN REMOVERS,  
IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND  
52).

FIRST USE 5-1-2008; IN COMMERCE  
5-1-2008.

SER. NO. 77-490,609, FILED 6-4-2008.

*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on Aug. 4, 2009.*

Int. Cl.: 3

Prior U.S. Cls.: 1, 4, 6, 50, 51 and 52

Reg. No. 3,648,624

United States Patent and Trademark Office

Registered June 30, 2009

Corrected

OG Date Aug. 4, 2009

**TRADEMARK  
PRINCIPAL REGISTER**



ENVIRONMENTAL SPORTS PRODUCTS,  
LLC (ALABAMA LIMITED LIABILITY  
COMPANY)  
492 PAIGE DRIVE  
BIRMINGHAM, AL 35226

THE MARK CONSISTS OF A STY-  
LIZED "O" FORMED BY AN ARROW  
AND A BROKEN, CURVED LINE.

FOR: CLEANING PREPARATIONS,  
NAMELY, ALL PURPOSE CLEANERS,

DEODORIZING CLEANERS, NAMELY,  
SPOT AND STAIN REMOVERS WITH  
DEODORIZER; LAUNDRY DETER-  
GENTS; SPOT AND STAIN REMOVERS,  
IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND  
52).

FIRST USE 5-1-2008; IN COMMERCE  
5-1-2008.

SER. NO. 77-490,771, FILED 6-4-2008.

*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on Aug. 4, 2009.*