

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Water Care, LLC		10/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SePRO Corporation		
Street Address:	11550 N. Meridian Street		
Internal Address:	Suite 600		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	0576127	CUTRINE	
Registration Number:	0961218	AQUASHADE	
Registration Number:	1016219	SEPTICTRINE	
Registration Number:	1011348	STOCKTRINE	
Registration Number:	1028388	WEEDTRINE	
Registration Number:	1256608	ALGIMYCIN	
Registration Number:	1822264	NAVIGATE	
Registration Number:	1822298	CUTRINE-PLUS	
Registration Number:	2073862	AQUASHADOW	
Registration Number:	2291413	CUTRINE ULTRA	
Registration Number:	2795368	AQUA-PREP	
Registration Number:	2743293	NUTRI-SORB	
Registration Number:	2638834		
Registration Number:	2846137	BLUE BAYOU	
Registration Number:	3143554	PHYCOMYCIN	
Registration Number:	3255257	SHORE-KLEAR	
Registration Number:	3494135	HARPOON	
Registration Number:	3701989	ALGI-CURE	
TRADEMARK			

OP \$840.00 0576127

Property Type	Number	Word Mark
Registration Number:	3477451	SHOREKLEAR-PLUS
Registration Number:	3517527	BACTI-KLEAR
Registration Number:	3517627	HARVESTER
Registration Number:	3867852	NAVITROL
Registration Number:	3986517	AB BRAND AQUATIC ADJUVANT & NON-IONIC SU
Registration Number:	4032683	RESTORE S.M.A.R.T. SELECTIVE MANAGEMENT
Registration Number:	4390359	MARINE BIOCHEMISTS
Registration Number:	4685703	BLUE SPRINGS
Registration Number:	5503268	POND OASIS
Registration Number:	5556181	POND-KLEAR
Registration Number:	5376995	AMP
Registration Number:	1011352	AB
Registration Number:	1923170	APPLIED BIOCHEMISTS
Registration Number:	2012167	CLEARIGATE
Serial Number:	88423236	OXIMYCIN

CORRESPONDENCE DATA

Fax Number:

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.

Email: mail@koenigipworks.com

Correspondent Name: Katherine Koenig

Address Line 1: 2208 Mariner Dr.

Address Line 4: Fort Lauderdale, FLORIDA 33316

NAME OF SUBMITTER: Katherine Koenig

SIGNATURE: /Katherine Koenig/

DATE SIGNED: 10/20/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment Agreement"), effective as of October 2, 2020 ("Effective Date"), is between Innovative Water Care, LLC, a Delaware limited liability company having its principal address at c/o Platinum Equity Advisors, LLC 360 North Crescent Drive, South Building Beverly Hills, CA 90210 ("Assignor" or "Seller") and SePRO Corporation, an Indiana corporation having its principal address at 11550 N. Meridian Street Suite 600, Carmel, IN 46032 ("Company").

A. Contemporaneously with the execution of this Assignment Agreement, Assignor, Company and SePRO Marine Bio, LLC, an Indiana limited liability company ("SePRO MB" and, together with Company, the "Purchasers") are entering into that certain Asset Purchase Agreement (as it may be amended, restated or otherwise modified from time to time, the "Asset Purchase Agreement") relating to the sale of substantially all of the assets of the Business (as defined in the Asset Purchase Agreement);

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

C. Assignor is willing to assign all rights it may have in and to all Purchased Intellectual Property (as defined in the Asset Purchase Agreement) on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Company, Assignor and Company agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to the Company, its successors and assigns, all of Assignor's worldwide right, title and interest in and to all Purchased Intellectual Property, including without limitation all worldwide right, title and interest in and to all of the following that constitute Purchased Intellectual Property:

(a) utility patents, utility model patents, design patents and industrial designs and inventors' certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (the "Patents"), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade dress, trade names and logos, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, including] the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit A (the “Trademarks”), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress confusingly similar to any of the foregoing;

(c) works of authorship, copyrights and design rights, mask works, software (in object code and source code form), and databases, including the copyrights, mask works and registrations and applications therefor identified in Exhibit A, all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) ideas, inventions, invention disclosures, improvements, algorithms, data, technology, specifications, designs, drawings, images, samples, proprietary information, trade secrets, know-how, compositions, formulas, methods, processes, manufacturing techniques, customer lists, supplier lists and financial information;

(e) all other intellectual property and proprietary rights in, or arising out of, any of the foregoing, the same to be held and enjoyed by Company, its successors and assigns;

(f) all of Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Purchased Intellectual Property in the name of the Company, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Intellectual Property, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of the Purchased Intellectual Property (to the extent related to the Purchased Intellectual Property), and all rights corresponding thereto throughout the world for the Intellectual Property rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Company and to record Company as owner of the Patents and Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Company, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide the Company, at the Company’s cost and expense, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by the Company to execute all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid the Company or its successors, assigns or other legal representatives to apply for or obtain issuance or registration of, or to confirm, perfect or obtain ownership of, the Purchased Intellectual Property in all jurisdictions and to record the Company as owner of the Purchased Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Company, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will reasonably assist Company in transferring all domain names that are Purchased Intellectual Property, including as applicable, placing each of the domain names in “unlocked” status and provide to Company the Internet domain name registrars’ transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor’s right, title and interest in the domain names to Company. Assignor shall not assert any right, title or interest in or to any of the Purchased Intellectual Property and shall not use any of the Purchased Intellectual Property except as may be expressly authorized by the Company in writing.

5. General.

a. Entire Agreement. This Assignment Agreement and the Exhibits and the Schedules hereto, together with the Asset Purchase Agreement and the Exhibits and the Schedules thereto, including the Disclosure Letter, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

b. Severability. In the event that any provision of this Assignment Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Assignment Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the greatest extent possible, the economic, business and other purposes of such void or unenforceable provision.

c. Successors and Assigns; Assignment; Parties in Interest. This Assignment Agreement shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns (if any). Assignor may not assign any of its rights or delegate any of its obligations under this Assignment Agreement without the prior written consent of the other Party.

d. Amendment; Waiver. This Assignment Agreement may be amended only by execution of an instrument in writing signed by Company and the Seller. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Assignment Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Assignment Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

e. Governing Law; Venue.

i. This Assignment Agreement shall be construed in accordance with, and governed in all respects by, the internal Laws of the State of Delaware, without giving effect to conflicts of law or choice of law provisions thereof.

ii. Unless otherwise explicitly provided in this Assignment Agreement, any Legal Action relating to this Assignment Agreement or the enforcement of any provision of this Assignment Agreement shall be brought or otherwise commenced in any state or federal court located in the State of Delaware. Each Party (i) expressly and irrevocably consents and submits to the jurisdiction of each such court, and each appellate court located in the State of Delaware, in connection with any such proceeding, (ii) agrees that each such court shall be deemed to be a convenient forum, and (iii) agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding commenced in any such court, any claim that such Party is not subject personally to the jurisdiction of such court, that such proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Assignment Agreement or the subject matter of this Assignment Agreement may not be enforced in or by such court.

f. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AGREEMENT, THE PURCHASE AGREEMENT, ANY ANCILLARY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY LEGAL ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER AND ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN SECTION 10.9 OF THE ASSET PURCHASE AGREEMENT.

g. Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

h. Counterparts; Electronic Delivery. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page. Any Party that delivers a signature page by facsimile or electronic image transmission shall deliver an original counterpart to any other Party that requests such original counterpart, it being understood and agreed that the failure to deliver any such original counterpart upon request shall not affect the binding nature of the signature page delivered by facsimile or electronic image transmission.

i. Specific Performance. The Parties agree that irreparable damage would occur in the event any provision of this Assignment Agreement was not performed in accordance with the terms hereof or otherwise breached and that the Parties shall be entitled to specific performance of the terms hereof or injunctive relief to prevent breaches hereof in addition to any other remedy at law or in equity. No Party has any requirement to post a bond or other security before it can obtain specific performance. Each Party waives any defenses in any Legal Action for specific performance, including the defense that money damages would be adequate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

INNOVATIVE WATER CARE, LLC

By: _____

Name: Justin Maroldi
Title: Assistant Secretary

State of _____ :
County of _____ :

Please see attached.

Personally appeared before me the above-named _____, to me well known, who signed the foregoing Assignment on behalf of {Assignor} in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Notary Public

My commission to expire on _____.

COMPANY:

SEPRO CORPORATION

By: _____

Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 007081 FRAME: 0417

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On October 1, 2020, before me, Stacy L. Mengel (Notary Public) personally appeared JUSTIN AARON MAROLDI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Stacy L. Mengel
Notary Public - California (Los Angeles County)
Commission #2205840
My commission expires July 17, 2021

Optional Information:

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

INNOVATIVE WATER CARE, LLC

By: _____

Name: Mary Ann Sigler

Title: Vice President and Treasurer

State of _____;
County of _____;

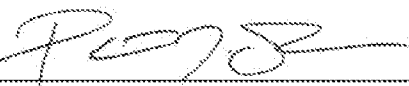
Personally appeared before me the above-named _____, to me well known, who signed the foregoing Assignment on behalf of [Assignor] in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Notary Public

My commission to expire on _____.

COMPANY:

SEPRO CORPORATION

By:  _____

Name: Patrick O'Keefe

Title: Vice President and Treasurer

Trademarks: Trademark Registrations: Trademark Applications

Owner	Registered Holder	Trademarks	TM Registration Number	Registration Date	Jurisdiction(s)
Innovative Water Care, LLC	Innovative Water Care, LLC	CUTRINE	576127	June 16, 1953	United States
REDACTED					
REDACTED					
REDACTED					
Innovative Water Care, LLC	Innovative Water Care, LLC	AQUASHADE	961218	June 19, 1973	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	SEPTICTRINE	1016219	July 22, 1975	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	STOCKTRINE	1011348	May 27, 1975	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	WEEDTRINE	1028388	December 30, 1975	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	ALGIMYCIN	1256608	November 8, 1983	United States
REDACTED					
REDACTED					
Innovative Water Care, LLC	Innovative Water Care, LLC	NAVIGATE	1822264	February 22, 1994	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	CUTRINE-PLUS	1822298	February 22, 1994	United States

Owner	Registered Holder	Trademarks	TM Registration Number	Registration Date	Jurisdiction(s)
Innovative Water Care, LLC	Innovative Water Care, LLC	AQUASHADOW	2073862	June 24, 1997	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	CUTRINE ULTRA	2291413	November 9, 1999	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	AQUA-PREP	2795368	December 16, 2003	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	NUTRI-SORB	2743293	July 29, 2003	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	POND CYCLE ARROWS (Design only)	2638834	October 22, 2002	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	BLUE BAYOU	2846137	May 25, 2004	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	PHYCOMYCIN	3143554	September 12, 2006	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	SHORE-KLEAR	3255257	June 26, 2007	United States
REDACTED					
Innovative Water Care, LLC	Innovative Water Care, LLC	HARPOON	3494135	August 26, 2008	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	ALGI-CURE	3701989	October 27, 2009	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	SHOREKLEAR-PLUS	3477451	July 29, 2008	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	BACTI-KLEAR	3517527	October 14, 2008	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	HARVESTER	3517627	October 14, 2008	United States

Owner	Registered Holder	Trademarks	TM Registration Number	Registration Date	Jurisdiction(s)
Innovative Water Care, LLC	Innovative Water Care, LLC	NAVITROL	3867852	October 26, 2010	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	AB BRAND AQUATIC ADJUVANT & NON-IONIC SURFACTANT WITH WATER DROP AND LEAF Design	3986517	June 28, 2011	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	RESTORE S.M.A.R.T. SELECTIVE MANAGEMENT AQUATIC RESTORATION TOOL (Stylized) ⁽¹⁾	4032683	September 27, 2011	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	MARINE BIOCHEMISTS	4390359	August 27, 2013	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	BLUE SPRINGS	4685703	February 10, 2015	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	POND OASIS & Design	5503268	June 26, 2018	United States
REDACTED					
REDACTED					
Innovative Water Care, LLC	Innovative Water Care, LLC	POND-KLEAR	5556181	September 4, 2018	United States
REDACTED					
Innovative Water Care, LLC	Innovative Water Care, LLC	AMP & Design	5376995	January 9, 2018	United States

Owner	Registered Holder	Trademarks	TM Registration Number	Registration Date	Jurisdiction(s)
Innovative Water Care, LLC	Innovative Water Care, LLC	AB & Design ⁽⁴⁾	1011352	May 27, 1975	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	APPLIED BIOCHEMISTS ⁽⁴⁾	1923170	October 3, 1995	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	CLEARIGATE	2012167	October 29, 1996	United States
Innovative Water Care, LLC	Innovative Water Care, LLC	OXIMYCIN ⁽²⁾			United States
REDACTED					
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