

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESR LLC		01/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Frosty Dream, Inc.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97141304	SMUDGE & SPOT	
Registration Number:	4817798	CHATEAU SPILL	
Registration Number:	4831032	EMERGENCY STAIN RESCUE	
Registration Number:	5077903	ESR	
Registration Number:	5203016	MISS MOUTH'S	
Registration Number:	5302404	ROAD SPILL	
Registration Number:	6003867	THE HATE STAINS CO.	
Registration Number:	5077906	THE ONE BOTTLE NO WINE LOVER SHOULD BE W	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<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>			
Phone:	2483584400		
Email:	thrasiotm@brookskushman.com		
Correspondent Name:	Robyn S. Lederman		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	THRT1804TP		
NAME OF SUBMITTER:	Robyn S. Lederman		

CH \$215.00 97141304

SIGNATURE:	/robyn s lederman/
DATE SIGNED:	03/09/2022
Total Attachments: 6 source=REDACTED Hate Stains Intellectual Property Assignment Agreement (Executed_229466_1#page1.tif source=REDACTED Hate Stains Intellectual Property Assignment Agreement (Executed_229466_1#page2.tif source=REDACTED Hate Stains Intellectual Property Assignment Agreement (Executed_229466_1#page3.tif source=REDACTED Hate Stains Intellectual Property Assignment Agreement (Executed_229466_1#page4.tif source=REDACTED Hate Stains Intellectual Property Assignment Agreement (Executed_229466_1#page5.tif source=REDACTED Hate Stains Intellectual Property Assignment Agreement (Executed_229466_1#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated of January 14, 2022, and is by and among ESR LLC, a Delaware limited liability company (the “**Assignor**”) and Frosty Dream, Inc., a Delaware corporation (the “**Assignee**”) pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor and the other parties thereto (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Assignee and the Assignor shall be referred to herein as the “**Parties**” or each, a “**Party**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment - For 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 accepts, assumes, and receives all of Assignor’s right, title, goodwill, and interest in and to the following (collectively, the “**Intellectual Property Assets**”):

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same

and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Trademarks**”);

[REDACTED]

[REDACTED]

[REDACTED]

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

[REDACTED]

[REDACTED]

[REDACTED]

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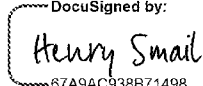
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IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNOR:

ESR LLC

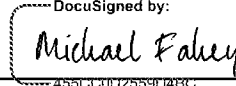
By:  _____
67A9AC938B71498

Name: Henry Smail

Title: Chief Executive Officer and President

ASSIGNEE:

FROSTY DREAM, INC.

By:  _____
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Name: Michael Fahey

Title: Secretary

EXHIBIT A
INTELLECTUAL PROPERTY ASSETS

(i) **UNREGISTERED TRADEMARKS:**

Mark	Type	Application Number (if any)	First Use Date	First Use in Commerce
Smudge & Spot	Word mark	97/141,304	No use yet	No use yet

REGISTERED TRADEMARKS:

■ [REDACTED]

Mark	Jurisdiction	Type (Word or Design)	Serial Number	Registration Number	Registration Date	Current Status
CHATEAU SPILL	China	Word mark	26934847	26934847	10/21/18	Registered
CHATEAU SPILL	U.S.	Word mark	86/544,221	4,817,798	9/22/15	Registered
EMERGENCY STAIN RESCUE	U.S.	Word mark	86/549,324	4,831,032	10/13/15	Registered
EMERGENCY STAIN RESCUE ESR	China	Word mark	26934848	26934848	11/7/18	Registered
ESR	U.S.	Word mark	86/966,433	5,077,903	11/8/16	Registered
MISS MOUTH'S	China	Word mark	26934846	26934846	10/21/18	Registered
MISS MOUTH'S	U.S.	Word mark	86/966,462	5,203,016	5/16/17	Registered
ROAD SPILL	China	Word mark	26934845	26934845	10/21/18	Registered
ROAD SPILL	U.S.	Word mark	86/966,476	5,302,404	10/3/17	Registered
THE HATE STAINS CO.	U.S.	Word mark	88/284,733	6,003,867	3/3/20	Registered
THE ONE BOTTLE NO WINE LOVER SHOULD BE WITHOUT	U.S.	Word mark	86/966,489	5,077,906	11/8/16	Registered

■ [REDACTED]

■ [REDACTED]

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