

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6243298

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
SWEEP ACQUISITION COMPANY		07/01/2020
RECEIVING PARTY DATA		
Name:	SLG CHEMICALS, INC.	
Street Address:	8400 E. CRESCENT PKWY, SUITE 450	
City:	GREENWOOD VILLAGE	
State/Country:	COLORADO	
Postal Code:	80111	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	6857296	
CORRESPONDENCE DATA		
Fax Number:	(303)223-2850	
<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:	3032958399	
Email:	dfabalos@hollandhart.com	
Correspondent Name:	HOLLAND & HART, LLP	
Address Line 1:	555 17TH STREET, SUITE 3200	
Address Line 4:	DENVER, COLORADO 80202	
ATTORNEY DOCKET NUMBER:	19796.0307	
NAME OF SUBMITTER:	SANNA L. DEERROSE	
SIGNATURE:	/Sanna L. Deerrose/	
DATE SIGNED:	08/10/2020	
Total Attachments: 5		
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“**Patent Assignment**”), dated as of July 1, 2020, is made by **SWEEP ACQUISITION COMPANY**, a Delaware corporation (“**Seller**”), in favor of **SLG CHEMICALS, INC.**, a Colorado corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller and CR Brands, Inc., a Delaware corporation, on the other hand, dated as of the date herewith (“**APA**”).

RECITALS

WHEREAS, Seller is the owner of the (a) the patent listed on the attached Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (“**Assigned Patent**”); and

WHEREAS, in connection with the APA, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, among other assets, the Assigned Patent. The capitalized terms in this Patent Assignment are as defined in the APA, unless expressly defined otherwise in this Patent Assignment.

NOW, THEREFORE, for and in consideration of the above recitals, Ten U.S. Dollars (\$10.00 USD), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. Assignment. Effective as of the Closing Date, Seller hereby irrevocably sells, transfers, conveys, assigns, and delivers to Buyer and its successors and assigns, and Buyer hereby purchases and acquires from Seller, (a) all of Seller’s present and future right, title, and interest in and to the Assigned Patent; (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law; (c) all rights to and claims for damages, restitution and injunctive relief for past, present and future infringement, dilution, misappropriation, unlawful imitation, misuse or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages, all rights of priority and protection of interests therein under the Laws of any jurisdiction; and (d) all rights to receive all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, whether known or unknown, contingent or non-contingent.
2. Recordation. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer.
3. Further Assurances. Without limiting Seller’s obligations pursuant to the APA, Seller acknowledges and agrees that, at any time and from time to time after the Closing, it will execute and deliver to Buyer such further conveyances, assignments or other written assurances as Buyer may reasonably request to perfect and protect Buyer’s title to the Assigned Patent.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict or an apparent conflict between the provisions of this Patent Assignment and the provisions of the APA, the provisions of the APA shall control.

5. Governing Law. This Patent Assignment is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws. Each party hereto agrees that any claim relating to this Agreement shall be brought solely in the Delaware Court of Chancery, unless such court lacks jurisdiction, in which case any such claim shall be brought in the courts of the United States located in the State of Delaware, unless such court also lacks jurisdiction, in which case any such claim shall be brought in the Delaware Superior Court, and all objections to personal jurisdiction and venue in any Action so commenced are hereby expressly waived by all parties hereto. The parties waive personal service of any and all process on each of them and consent that all such service of process shall be made in the manner, to the party and at the address set forth in Section 13.4 of the APA, and service so made shall be complete as stated in such Section. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Amendments; No Waivers. This Patent Assignment may be amended or modified only by an instrument in writing duly executed by the parties hereto. Seller and Buyer may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto of the other party, or (c) waive compliance with any of the agreements of the other party or their own conditions precedent contained herein, to the extent permitted by applicable Law. Any agreement to any such extension or waiver will be valid only if set forth in a writing signed by the party waiving or extending the applicable provision.

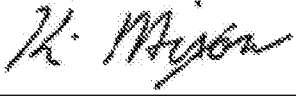
8. Counterparts. This Patent Assignment may be executed in separate counterparts (including by facsimile or .pdf format), each of which will be deemed an original but all of which will constitute but one instrument.

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[Signature page follows]

IN WITNESS WHEREOF, Buyer and Seller have caused this Patent Assignment to be executed as of the day and year first above written.

SWEEP ACQUISITION COMPANY

By: _____

Name: A. Malachi Mixon IV

Title: Secretary and Treasurer

SLG CHEMICALS, INC.

By: _____

Name: Kevin Paprzycki

Title: Chief Financial Officer

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By: _____

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SLG CHEMICALS, INC.

By: _____

Name: Kevin Paprzycki

Title: Chief Financial Officer

SCHEDULE A

Patent

Title	Jurisdiction	Patent Number	Issue Date
Fabric Care Bag in Fabric Care Process	United States	6,857,296	Feb. 22, 2005