PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4877283

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ZERO ODOR, LLC.	03/21/2018

RECEIVING PARTY DATA

Name:	ZERO ODOR COMPANY, LLC
Street Address:	14723 WOOD ROAD
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30004

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9556404

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.

Phone:	7579032888
Email:	shm1246@gmail.com
Correspondent Name:	STEVEN H. MARKOWITZ
Address Line 1:	2500 WILLIAM TANKARD DRIVE
Address Line 4:	WILLIAMSBURG, VIRGINIA 23185

ATTORNEY DOCKET NUMBER:	ZO2C
NAME OF SUBMITTER:	STEVEN H. MARKOWITZ
SIGNATURE:	/Steven H. Markowitz/
DATE SIGNED:	03/21/2018

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT dated as of the last date set forth in the signature lines below (the "Effective Date"), is made by and between **ZERO ODOR, LLC**, a New York limited liability company, having a business address of P.O. Box 1208, Litchfield, Massachusetts 06759 (the "Assignor") and **ZERO ODOR COMPANY, LLC**, a Delaware limited liability company, having a business address of 14723 Wood Road, Alpharetta, GA 30004 (the "Assignee").

WHEREAS, the Assignee is the purchaser of certain assets of Assignor pursuant to an asset purchase agreement between Assignor and Assignee, dated as of January 30th, 2018 (the "Asset Purchase Agreement");

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, the trademark registrations and applications listed on Schedule A attached hereto (the "Trademarks") and the patents and patent applications listed on Schedule B (the "Patents");

WHEREAS, the Assignor has agreed to execute and deliver this Intellectual Property Assignment for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following: (a) the Patents and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof; (b) the Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (e) any and all claims 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 for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, 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.

2. Further Assurances. Assignor shall execute such written instruments, extend such other cooperation and perform such other acts as may be reasonably necessary or advisable to more effectively transfer and assign to and vest in Assignee the Patents and Trademarks, and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patents and Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded

hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR:

Zero Odor, LLC

Name:
Title:
Date:

ASSIGNEE:

Zero Odor Company, LLC

Name: Jon Joslow
Title: CEO
Date: 3/21/2018

hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR:

Zero Odor, LLC

Name: Barry Vetere
Title: Authorized signatory
Date: 3/21/2018

ASSIGNEE:

Zero Odor Company, LLC

Name:
Title:
Date:

SCHEDULE A

TRADEMARKS

UNITED STATES		
Mark	**Application/Registration Number**	**Registration / Filing Date**
ZERO ODOR	3037677	Jan. 3, 2006
ZERO ODOR (and Design)	3189765	Dec. 26, 2006
ZERO ODOR THE MOLECULAR ODOR ELIMINATOR	3662065	July 28, 2009
ZERO ODOR LITTER SPRAY	3665043	Aug. 4, 2009
ZERO ODOR THE END OF ODOR.	3954326	May 3, 2011
LIFE STINKS	4069351	Dec. 13, 2011
SCIENCE IN THE NAME OF LOVE	4214520	Sept. 25, 2012

AUSTRALIA		
ZERO ZERO	1133014	
NOW ZERO	1158611	

BAHRAIN		
ZERO ODOR	57933	April 19, 2011

CANADA		
ZERO ODOR	TMA-706204	March 16, 2006

CHINA		
ZERO ODOR (Chinese Characters)	5519434	Oct. 14, 2009
ZERO ODOR (Chinese Characters)	5519435	Oct. 14, 2009
ZERO ODOR (Chinese Characters)	5519436	Oct. 14, 2009
ZERO ODOR (Chinese Characters)	5519433	March 7, 2010
ZERO ODOR	5519432	July 14, 2010

EUROPEAN UNION		
ZERO ODOR PET	010940427	Oct. 18, 2012
ZERO ODOR and Design	011030095	Nov. 14, 2012
NOW ZERO	5644174	Jan. 26, 2007

GERMANY		
NOW ZERO	307061035	

INDIA		
ZERO ODOR	1479410	

ISRAEL		
ZERO ODOR	197517	Aug. 6, 2008

JAPAN		
ZERO ODOR (Japanese Characters)	5020005	Jan. 19, 2007
ZERO ODOR	5019104	Jan. 19, 2007

KUWAIT		
ZERO ODOR	79432	June 14, 2009

MEXICO		
AHORA CERO	1007509	Oct. 22, 2007
CERO OLORES	798789	
NOW ZERO	1007508	Oct. 22, 2007
ZERO ODOR	798788	Nov. 23, 2005

QATAR		
ZERO ODOR	46822	Nov. 16, 2008

RUSSIA		
ZERO ZERO	337574	

SOUTH AFRICA		
ZERO ODOR	2006/20225	Jan. 21, 2010

SOUTH KOREA		
ZERO ODOR	402006-50093	Jan. 21, 2010

UNITED ARAB EMIRATES		
ZERO ODOR	94306	April 15, 2009

UNITED KINGDOM		
ZERO ZERO	2432596	
NOW ZERO	2444792	

SCHEDULE B

PATENTS

PATENTS			
Title	**Jurisdiction**	**Patent Number**	**Issue Date**
Laundry Additive and Drum Treatment	U.S.	9,353,333 B1	May 31, 2016
Laundry Additive and Drum Treatment	U.S.	9,556,404 B2	Jan. 31, 2017

PATENT APPLICATIONS			
Title	**Jurisdiction**	**Application Number**	**Filing Date**
Laundry Additive and Drum Treatment	U.S.	15/406,750	Jan. 15, 2017
Laundry Additive and Drum Treatment	Canada	CA 2,929,357	May 9, 2016