

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
G E T Enterprises, Inc.		11/03/2011	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	G.E.T. Enterprises, LLC		
<b>Street Address:</b>	325 N. St. Paul Street		
<b>Internal Address:</b>	Suite 3200		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3856581	SANTA LUCIA	
<b>Serial Number:</b>	85329817	SAN MICHELE	
<b>Serial Number:</b>	85381847	BAMBOOMEL	
<b>Serial Number:</b>	85328762	SICILIANO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)659-4832		
<b>Phone:</b>	2146594578		
<b>Email:</b>	nealk@akllp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Michele P. Schwartz		
<b>Address Line 1:</b>	1717 Main Street		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	199018		

CH \$115.00 3856581

**900206971**

**TRADEMARK**  
**REEL: 004659 FRAME: 0778**

NAME OF SUBMITTER:	Michele P. Schwartz
Signature:	/Michele P. Schwartz/
Date:	11/11/2011

**Total Attachments: 13**

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

**THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT** (this "Agreement"), is entered into effective as of this 3rd day of November, 2011, by and between G E T ENTERPRISES, INC., a Texas corporation ("Seller"), and G.E.T. ENTERPRISES, LLC, a Delaware limited liability company ("Buyer"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

**WITNESSETH:**

**WHEREAS**, Buyer, Seller, and Glen Hou and Eve Hou, individual residents of Houston, Texas (collectively, the "Stockholders") have entered into that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Seller has agreed to sell, assign, transfer and convey to Buyer, and Buyer has agreed to receive from Seller, all of Seller's rights, title and interest in and to the Intellectual Property; and

**WHEREAS**, Seller and Buyer desire to execute a document suitable for the recording of the sale, assignment, transfer and conveyance of the Intellectual Property from Seller to Buyer pursuant to the Purchase Agreement.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the promises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Buyer and Seller hereby agree as follows:

**1. Conveyance of Intellectual Property.** Seller does hereby irrevocably sell, convey, transfer, assign and deliver unto Buyer and its successors and assigns, for their use forever, (i) all of the rights, titles, privileges and interests of Seller in, to and under all of the Intellectual Property, including, without limitation, the Intellectual Property described in Schedule 2.1(e) attached to the Purchase Agreement and incorporated by reference in this Agreement and made a part of this Agreement for all purposes, free and clear of all Encumbrances (other than Permitted Encumbrances), (ii) all rights of action accrued, accruing and to accrue under and by virtue thereof, including, without limitation, the rights to sue for, recover for, settle and/or release any past, present and future infringements or other unauthorized uses of the Intellectual Property and to receive and collect any and all damages, payments, costs and fees therefor, and (iii) all goodwill associated with the foregoing (collectively, the "Intangible Assets"). Without limiting the generality of the foregoing, Seller shall execute and deliver to Buyer any agreements, documents or other instruments required by any registrar, hosting service or other Person with respect to the transfer of any the Intangible Assets.

**2. Further Assurances.** Seller hereby covenants and agrees with Buyer that Seller will from time to time and at all times hereafter, upon reasonable request of Buyer, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by Buyer, whether for more effectually and completely

vesting in Buyer the Intangible Assets hereby sold, conveyed, transferred or assigned in accordance with the terms of this Agreement or for the purpose of registration or otherwise.

**3. Power of Attorney.** Seller hereby constitutes and appoints Buyer as Seller's true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Seller or Buyer, but on behalf and for the benefit of Buyer, (i) to demand, collect and receive for the account of Buyer all of the Intangible Assets hereby sold, conveyed, transferred or assigned to Buyer or intended so to be; (ii) to institute or prosecute, in the name of Seller or otherwise, all proceedings that Buyer may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any property, claim, right or title of any kind in or to the Intangible Assets hereby sold, conveyed, transferred or assigned to Buyer or intended so to be; and (iii) to do all such acts and things in relation thereto as Buyer shall deem reasonably necessary or appropriate. Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller, assuming such power of attorney is reasonably exercised.

**4. Seller as Trustee.** Seller hereby declares that, as to any of the Intangible Assets intended to be sold, conveyed, transferred or assigned to Buyer by this Agreement and the title to which may not have passed to Buyer by virtue of this Agreement, or any transfers or conveyances that may from time to time be executed and delivered pursuant of the foregoing covenants, Seller holds the same in trust for Buyer to sell, convey, transfer and assign the same as Buyer may from time to time direct.

**5. Controlling Agreement.** It is contemplated that Seller may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Intangible Assets. No such separate instrument of assignment or conveyance shall limit the scope and effect of this Agreement. In the event that any conflict or ambiguity exists as between this Agreement and any such separate instrument of assignment or conveyance, the terms and provisions of this Agreement shall govern and be controlling.

**6. Purchase Agreement.** This Agreement is executed pursuant to the Purchase Agreement, and the terms and conditions of the Purchase Agreement are part of this Agreement as if fully incorporated herein. Nothing contained in this Agreement shall be construed to expand, diminish or affect any statements, representations, warranties, covenants, agreements, indemnifications or certifications by Buyer, Seller and/or the Stockholders under the Purchase Agreement, each of which are to survive the Closing under the terms of the Purchase Agreement, and none of which shall be deemed to have been merged into this Agreement.

**7. Governing Law; Venue.** This Agreement, and all questions arising out of or relating to its validity, interpretation, application, performance and enforcement, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles thereof. Venue for any action to enforce the provisions of this Agreement shall lie solely in the state and federal district courts located in Harris County, Texas.

**8. Successors and Assigns; No Third Party Beneficiaries.** This Agreement shall be binding upon the respective successors and permitted assigns of the parties hereto. Nothing in

this Agreement, whether express or implied, is intended to confer upon any Person other than the parties hereto, or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9. **Amendment.** This Agreement may be amended, modified or superseded, but only by a written instrument executed by Seller and Buyer.

10. **Descriptive Headings.** The descriptive headings of the several paragraphs of this Agreement were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

11. **Counterparts; Electronic Transmission.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

*(Signature pages follow)*

IN WITNESS WHEREOF, each of the parties has executed this Intellectual Property Transfer Agreement as of the date first above written.

**SELLER:**

**GET ENTERPRISES, INC.,**  
a Texas corporation

By: *GMA*  
Name: GLEN HOU  
Title: PRESIDENT

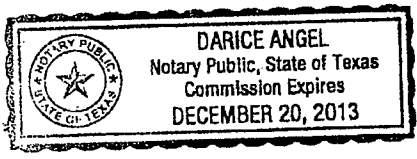
STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned authority, on this day personally appeared Glen Hou, the President of GET ENTERPRISES, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed and with full authority of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of November, 2011.


*Darice Angel*  
Notary in and for the State of Texas.

My Commission Expires:  
12-20-2013



**BUYER:**

**G.E.T. ENTERPRISES, LLC,**  
a Delaware limited liability company

By:   
Name: JOHN A. SADDEN, JR.  
Title: VICE PRESIDENT

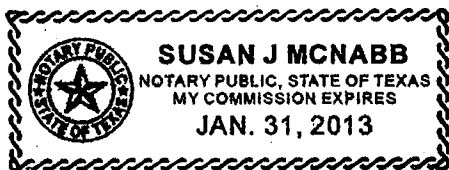
STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN A. SADDEN, JR., the VICE PRESIDENT of G.E.T. ENTERPRISES, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed and with full authority of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of November, 2011.

  
Notary in and for the State of Texas

My Commission Expires:  
\_\_\_\_\_



**SELLER DISCLOSURE SCHEDULES**

**TO**

**ASSET PURCHASE AGREEMENT**


Capitalized terms used but not defined herein have the respective meanings assigned to them in the Asset Purchase Agreement dated as of November 3, 2011 (the "Agreement"), by and among G.E.T. Enterprises, LLC, a Delaware limited liability company ("Buyer"), G E T Enterprises, Inc., a Texas corporation ("Seller"), and Glen Hou and Eve Hou, individuals (collectively, the "Stockholders" and, together with Seller, each a "Selling Party" and collectively, the "Selling Parties")



**AGREEMENT**

**BUYER:**

**G.E.T. ENTERPRISES, LLC,**  
a Delaware limited liability company

By:   
Name: JOHN A. SARGENT, JR.  
Title: VICE PRESIDENT

**SELLER:**

**G E T ENTERPRISES, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STOCKHOLDERS:**

By: \_\_\_\_\_  
GLEN HOU, individually

By: \_\_\_\_\_  
EVE HOU, individually

**AGREEMENT**

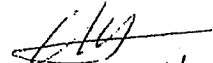
**BUYER:**

**G.E.T. ENTERPRISES, LLC,**  
a Delaware limited liability company


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

**G E T ENTERPRISES, INC.,**  
a Texas corporation

By:   
Name: Glen Hou  
Title: President

**STOCKHOLDERS:**

By:   
**GLEN HOU, individually**

By: \_\_\_\_\_  
**EVE HOU, individually**

Side Letter Agreement (Purchase Price Allocation)

DAL:816298.1

**AGREEMENT**

**BUYER:**

**G.E.T. ENTERPRISES, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

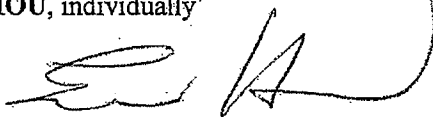
**SELLER:**

**G E T ENTERPRISES, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STOCKHOLDERS:**

By: \_\_\_\_\_  
**GLEN HOU, individually**

By:   
**EVE HOU, individually**

**Schedule 2.1(e)– Intellectual Property.**

1. Patents:

Date	Product Name	Term	Country	Record Owner	Patent No.
14-Sep-99	Drinking Tumbler (G.E.T. Spectrum Series)	14 Years	US	Seller	Des.413,766
06-May-03	Drinking Tumbler (G.E.T. Tahiti Series)	14 Years	US	Seller	D474,074 S
07-Oct-03	Drinking Tumbler (G.E.T. Tahiti Series)	14 Years	US	Seller	D480,270 S
21-Sep-04	Multipurpose Oval Basket (G.E.T. #OB-940)	14 Years	US	Seller	D496,164 S
21-Sep-04	Multipurpose Round Basket (G.E.T. #RB-860)	14 Years	US	Seller	D496,163 S
14-Dec-04	Food Steamer (G.E.T. STM-Steamer series)	14 Years	US	Seller	D499,601 S
11-Oct-05	Drinking Mixing Container (G.E.T. #SH-176)	14 Years	US	Seller	D510,497 S
22-Jul-08	Food and Beverage Tray (G.E.T. #FT-20)	14 Years	US	Seller	D573,410 S
01-Jun-10	Tumbler (G.E.T. L7 series)	14 Years	US	Seller	D616,704 S

2. Patent Applications: None.

3. Copyrights:

Date	Product Name	Claimant	Copyright
14-Sep-2000	Freeport Pattern	Seller	VA 1-068-233
24-Nov-1995	Rodeo Pattern	Seller	VA 758-361
08-Mar-1995	Summer Fruit Pattern	Seller	VA 701-408
08-Mar-1995	English Orchard Pattern	Seller	VA 701-406
08-Mar-1995	Tea Rose Pattern	Seller	VA 701-409
11-Nov-2006	Freeport Centennial Dinnerware	Seller	VA 1-383-801
01-Jan-1988	Plate with Animal Design	Seller	VA 293-679

4. Copyright Applications: None.

5. Trademarks:

Date	Trademark	Owner	Country	Trademark Registration No.
05-Oct-10	Santa Lucia	Seller	US	3856581

6. Trademark Applications:

95294670.1

DAL:809957.6

File Date	Mark	Applicant	Country	Application Serial No.
25-May-2011	San Michele	Seller	US	85329817
27-July-2011	BambooMel	Seller	US	85381847
25-May-2011	Siciliano	Seller	US	85328762

7. Domain Names: (All Domain Names set to automatically renew).

Expires	Domain Names - Web address	Company	Account #
05/03/2013	www.get-melamine.com	NetworkSolutions	23979285
10/22/2012	www.get-melamine.at	GoDaddy	20365727
10/23/2019	www.get-melamine.com.bz	GoDaddy	20365727
10/22/2014	www.get-melmaine.com.es	GoDaddy	20365727
10/23/2019	www.get-melamine.co.in	GoDaddy	20365727
10/22/2014	www.get-melamine.com.mx	GoDaddy	20365727
10/22/2012	www.get-melamine.de	GoDaddy	20365727
10/22/2012	www.get-melamine.tc	GoDaddy	20365727
10/22/2012	www.get-melamine.eu	GoDaddy	20365727
01/25/2020	www.bamboomel.com	GoDaddy	20365727
01/25/2020	www.bamboomelamine.com	GoDaddy	20365727
01/25/2020	www.melbamboo.com	GoDaddy	20365727
01/25/2020	www.ecoclamshell.com	GoDaddy	20365727
04/25/2018	www.ecostirfrytogocontainer.com	GoDaddy	20365727
04/25/2018	www.ecotakeoutcontainer.com	GoDaddy	20365727
04/25/2018	www.ecotakeouts.com	GoDaddy	20365727
05/02/2018	www.ecotogobox.com	GoDaddy	20365727
05/02/2018	www.ecotogocontainer.com	GoDaddy	20365727
05/02/2018	www.ecotogoseries.com	GoDaddy	20365727
04/25/2018	www.totallygreentogo.com	GoDaddy	20365727
04/25/2018	www.ecochinesefoodtogocontainer.com	GoDaddy	20365727
04/25/2018	www.gogreenfoodcontainer.com	GoDaddy	20365727
04/25/2018	www.gogreendinnerware.com	GoDaddy	20365727
04/25/2018	www.gogreendrinkware.com	GoDaddy	20365727
08/28/2019	www.getsustainableproducts.com	GoDaddy	20365727
01/25/2020	www.greenmel.com	GoDaddy	20365727
01/25/2020	www.greenmelamine-get.com	GoDaddy	20365727
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04/28/2020	www.get-healthcaredining.com	GoDaddy	20365727
05/13/2020	www.get-drinkware.com	GoDaddy	20365727

8: Software:

<b>SOFTWARE</b>	
<b>Program</b>	<b>Information</b>
Adobe Creative Suite 3 Design Premium MAC	serial: 1326-0549-6105-7352-5246-1291
Adobe Creative Suite 5 Design Premium UPGRADE MAC	serial acrobat: 1118-0006-8500-4640-0404-5728 serial adobe: 1407-0663-9264-1251-5359-1670
Adobe Creative Suite 5 Design Premium UPGRADE MAC	serial acrobat: 1118-0001-6685-1864-7338-1201 serial adobe: 1407-0001-2402-4712-3177-7469
Capture One Pro 4	key: 7AUU-7TMT-5A7X-KKRA
Capture One Pro 5 UPGRADE	key: 3KCX-XXUK-R5A9-7TYA phaseone.com / conceptideas@get-melamine.com / cakvtfygsf
Illustrator CS5 PC	serial: 1034-1758-5637-3701-3626-0643
Oak Street	Industrious Software
Office 2004 MAC	product key: KY8M2-8CB79-2DM2F-YF22J-G47WG
QuarkXPress 7	serial: XW67739387608 validation code: AK9JPW 24GK4A EEJVUW 3E1XQN KETRF1 VDG9JD Z9BPR7 SPWRA
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Toast 9	cd key: YG-VCU23-YR0W3-7FGTD TSID: 725517833797

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