

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325582

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Better Things, LLC		11/26/2014	LIMITED LIABILITY COMPANY: FLORIDA
Better Things, Ltd.		11/26/2014	company existing under the laws of: HONG KONG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	O2Cool, LLC		
<b>Street Address:</b>	168 N. Clinton Street		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661-1423		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3756352	H2O HAMMOCK	
<b>Registration Number:</b>	3780762	BOCA CLIPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>			
<b>Phone:</b>	312-580-5040		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Nathan P. Sportel		
<b>Address Line 1:</b>	55 East Monroe Street		
<b>Address Line 2:</b>	37th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	58607-135770		
<b>NAME OF SUBMITTER:</b>	Nathan P. Sportel		
<b>SIGNATURE:</b>	/nathan p. sportel/		
<b>DATE SIGNED:</b>	12/09/2014		

CH \$65.00 3756352

**Total Attachments: 6**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Better Things, LLC, a Florida limited liability company ("BT US"), and Better Things, LTD, a company incorporated and existing under the laws of Hong Kong ("BT HK") and, together with BT US, "Assignor"), own the entire right, title and interest in and to the intellectual property set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Intellectual Property"), and to the registrations and applications therefor, goodwill appurtenant thereto and other rights therein, including all causes of action, rights for recovery and claims for damages or other relief relating to the Intellectual Property; and

WHEREAS, Assignor and O2Cool, LLC, a Delaware limited liability company ("Assignee"), among others, are parties to that certain Asset Purchase Agreement, dated as of November 26, 2014 (hereinafter the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets of Assignor including, without limitation, the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to all of the Intellectual Property, and any and all registrations and applications therefor, goodwill appurtenant thereto and other rights therein, including all causes of action, rights for recovery and claims for damages or other relief, past, present and future, relating to the Intellectual Property.

Upon Assignee's request at any time, Assignor will execute and deliver all papers, documents, drawings and descriptions (including without limitation, executed patent, trademark, service mark and copyright applications, assignments, oaths, declarations and affidavits) and render such further assistance as may from time to time be desirable or necessary to vest and maintain in Assignee or Assignee's designees the entire right, title and interest in and to the Intellectual Property.

Assignor hereby represents and warrants to Assignee as follows: (a) Assignor is the true, lawful and absolute owner of the Intellectual Property; (b) the Intellectual Property is held by the Assignor free and clear of all liens, charges, encumbrances, options, agreements or restrictions of any kind; (c) the Assignor has full right, power and authority to grant, bargain, sell, assign, transfer and set over the Intellectual Property to Assignee and to make this Assignment of Intellectual Property; and (d) none of the Intellectual Property has infringed or will infringe upon or violate the ownership or other rights (including intellectual property rights) of any third parties.

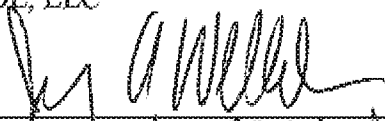
This Assignment of Intellectual Property shall be construed and enforced in accordance with the laws of the State of Illinois, without giving effect to the conflict of laws rules thereof. This Assignment of Intellectual Property may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned have signed this Assignment of Intellectual Property as of November 26, 2014.

**ASSIGNEE:**

O2COOL, LLC

By:   
 Name: JEFFREY A WENCOK  
 Its: VP

**ASSIGNOR:**

BETTER THINGS, LLC

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

BETTER THINGS, LTD

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

*[Signature Page to Assignment of Intellectual Property]*

IN WITNESS WHEREOF, the undersigned have signed this Assignment of Intellectual Property as of November 26, 2014.

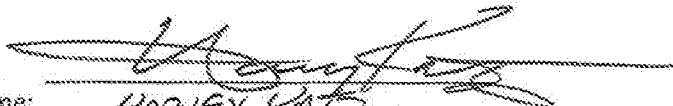
**ASSIGNEE:**

O2COOL, LLC

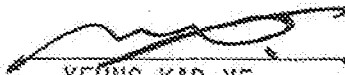
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNOR:**

BETTER THINGS, LLC

By:   
Name: HARVEY KATZ  
Its: Managing Member

BETTER THINGS, LTD

By:   
Name: YEUNG KAR YE  
Its: DIRECTOR

*[Signature Page to Assignment of Intellectual Property]*

## EXHIBIT A

### Intellectual Property

All of the worldwide intellectual property and other proprietary rights owned, designed, conceived, developed or used by Assignor in connection with its business, including, without limitation, all of the following:

1. Patents, patent applications and patent disclosures and all inventions;
2. Trademarks, service marks, trade names, logos and names, and registrations and applications for registration therefor and goodwill associated therewith;
3. Internet domain names;
4. Copyrights, whether registered or unregistered, and copyrightable works and registrations and applications for registration therefor; and
5. Trade secrets and other confidential information, including without limitation research and development information, designs, plans, proposals, technical data and financial and marketing plans.

SCHEDULE 3.19 (A) TO ASSET PURCHASE AGREEMENT  
 BY & AMONG O2COOL, LLC AND BETTER THINGS, LLC AND BETTER  
 THINGS, LTD  
 AND HARVEY KATZ AND KAR YE YEUNG  
INTELLECTUAL PROPERTY

<b>Application No., Patent No. or Registration No.</b>	<b>Title</b>	<b>Type</b>	<b>Status</b>
	TRAY	Provisional	Expired
	ORGANIZER WITH SOLAR PANEL	Provisional	Expired
61/938,244	BEVERAGE GRIP CONTAINER	Provisional	Pending Conversion filing due: 2/11/15
62/075,437	BRACELET TOWEL CLIP	Provisional	Pending Conversion filing due: 11/5/15
	BOCA CLIP CLOTHES PIN	Provisional	Unfiled – Awaiting Drawings
D706,616	DOLPHIN/PORPOISE TOWEL CLIP	Design	Patent Issued Expires: June 10, 2028
D707,546	WHALE TOWEL CLIP	Design	Patent Issued Expires: June 24, 2028
D714,681	FLIP FLOP SANDAL TOWEL CLIP	Design	Patent Issued Expires: October 7, 2028
29/473,960	DUCK TOWEL CLIP	Design	Pending
29/473,962	BOCA SUNGLASSES TOWEL CLIP	Design	Pending
29/473,964	SARONG SUNGLASSES TOWEL CLIP	Design	Pending
5,960,520	CLIP ASSEMBLIES FOR KEEPING TOWELS, SHEETS AND THE LIKE IN PLACE	Utility	Patent Issued Expires: Sept. 17, 2018 No maintenance fees due
3,756,352	BOCA CLIPS	Trademark	Registered Sections 8 & 15 due between:

			3/2/15 and 3/2/16
3,780,762	H2O HAMMOCK	Trademark	Registered Sections 8 & 15 due between: 4/27/15 and 4/27/16
13/413,831	TOWEL TAGS	Non-Provisional	U.S. Non-Provisional Patent**

\*\* Note – this provisional patent is co-owned 50/50 with Susan Manchin. Seller Parties are only assigning their rights in this provisional patent and not the rights of Susan Manchin.

Unregistered Trademarks

1. Collegiate Boca Clips
2. Better Things
3. Flip That Frog
4. Grip on Beverage Holder
5. Twist Pod
6. Shower in the Round
7. Rock Dock
8. Towel Tagz
9. Hammock Headrest
10. Mister Cool Clip

Copyrights:

All copyrights in the designs for the Products listed on this Exhibit F to the Asset Purchase Agreement.

Web-Sites:

- [www.betterthingsllc.com](http://www.betterthingsllc.com)
- [www.bocaclips.com](http://www.bocaclips.com)