

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charles W. Schooley IV		04/07/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ready America, Inc.		
Street Address:	1150 Simpson Way		
City:	Escondido		
State/Country:	CALIFORNIA		
Postal Code:	92029		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3522971	AQUA BLOX	
CORRESPONDENCE DATA			
Fax Number:	4157237284		
<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:	(415) 957-3036		
Email:	SFTM@duanemorris.com		
Correspondent Name:	Mark A. Steiner, Esq.		
Address Line 1:	Duane Morris LLP		
Address Line 2:	Spear Tower, One Market Plaza, Ste 2200		
Address Line 4:	San Francisco, CALIFORNIA 94105-1127		
ATTORNEY DOCKET NUMBER:	E5618-00080RECORD ASSIG		
NAME OF SUBMITTER:	Patricia Picou Green, Paralegal		
SIGNATURE:	/Patricia Picou Green/		
DATE SIGNED:	04/22/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made and entered as of April ~~7~~, 2016 (the "Effective Date") by and between by and between Charles W. Schooley, IV, an individual ("Assignor") and Ready America, Inc., a California corporation ("Assignee"). Assignor and Assignee may collectively be referred to herein as "Parties" or individually as "Party."

WHEREAS, Assignor owns the rights and priority in and to the "Aqua Blox" trademark U.S. Serial No. 76651944 (U.S. Registration Number 3522971) as filed with the U.S. Patent and Trademark Office (the "Trademark") in International Class 032, and the goodwill of the business symbolized thereby;

WHEREAS, Assignor wishes to assign, and Assignee desires to acquire, Assignor's entire right, title, priority and interest in the Trademark, together with the goodwill of the business that the Trademark symbolizes; and

WHEREAS, this Assignment is being entered in connection with an Asset Purchase Agreement among the Parties of even date and this Assignment Agreement shall be incorporated into the Asset Purchase Agreement by reference.

NOW THEREFORE, for good and valuable consideration exchanged, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee, its successors and assigns, Assignor's entire ownership rights, title, interest and priority in and to the Trademark and all common law rights therein, together with the goodwill of the business in connection with which such Trademark is used; all rights to all state, federal, and international registrations and applications which may have been or may be filed or issued with respect to the Trademark and any renewals thereof; all licenses, income, royalties, damages, and payments, now or hereafter due or payable with respect to the Trademark; all causes of action, either in law or equity, and the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, or dilution of the Trademark against any third party and all rights corresponding thereto throughout the world (the "Assignment").

2. Representations and Warranties. Assignor represents, warrants and covenants to Assignee:

- a. Assignor has the right, power and authority to enter into this Assignment Agreement;
- b. Assignor is the exclusive owner of all right, title and interest, including intellectual property rights, in the Trademark;
- c. The Trademark is free and clear of any liens, security interests, encumbrances or licenses;
- d. The Trademark does not infringe the rights of any person or entity;



e. There are no claims or potential claims, pending or threatened, with respect to Assignor's rights in the Trademark;

f. This Assignment Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

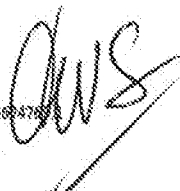
g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment Agreement.

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

4. Governing Law. This Assignment Agreement shall be construed in accordance with the laws of the State of California, without regards to principles of conflicts of laws.

[Signature page follows]

DR-021009-0718



IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed the day and year first above written.

ASSIGNOR:


By:


Charles W. Schooley, IV

ASSIGNEE:

READY AMERICA, INC.,
a California corporation

By:


Name: Dean Reese
Its: CEO

[Signature Page to Trademark Assignment Agreement]