

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wellsys USA Corporation		09/18/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Quench USA, INC.		
Street Address:	780 5th Avenue, Suite 200		
City:	King Of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85460742	WELLSYS	
CORRESPONDENCE DATA			
Fax Number:	5707781726		
<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:	5707781726		
Email:	ryan@wertmanlaw.com		
Correspondent Name:	Ryan Wertman		
Address Line 1:	2013 E. Susquehanna Ave, Unit 2		
Address Line 4:	Philadelphia, PENNSYLVANIA 19125		
NAME OF SUBMITTER:	Ryan Wertma		
SIGNATURE:	/Ryan Wertman/		
DATE SIGNED:	09/25/2017		
Total Attachments: 5			
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OP \$40.00 85460742

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (the "Assignment") is made effective as of September 18, 2017 (the "Effective Date"), by and between WELLSYS USA CORPORATION ("Assignor") and QUENCH USA, INC. (together with its successors and assigns "Assignee"). Assignor and Assignee are herein referred to individually as a "Party" and together as the "Parties".

BACKGROUND

WHEREAS, Assignor wishes to assign and Assignee wishes to acquire the intellectual property rights set forth herein.

AGREEMENT

Each of the Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

1. Definitions. The following terms have the meanings set forth below in this Assignment.

1.1 "Marks" means the trademarks, trade names, service marks, and/or service names specified in Exhibit A attached hereto, together with the applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same.

2. Assignment of Intellectual Property. Assignor hereby irrevocably transfers, conveys, assigns and sets over to Assignee, on a worldwide basis, all rights (including, without limitation, all intellectual property Rights), title, and interests in and to the Marks, and Assignor reserves no rights in any such Intellectual Marks. Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Marks and to issue all registrations for said Marks, to be in the name of Assignee, as assignee of the Marks, for the sole use of Assignee in accordance with the terms of this Assignment.

3. Further Assurances.

3.1 No Retained Intellectual Property Rights. Assignor hereby acknowledges that Assignor retains no right to use the Marks and agrees not to challenge the validity of Assignee's ownership of the Marks or undertake any actions inconsistent with Assignee's ownership thereof. Upon each request by Assignee, without additional consideration, Assignor agrees promptly to execute documents, testify and take other acts as Assignee may deem necessary or desirable to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Marks and all

rights assigned hereunder, and render all necessary assistance in making application for and obtaining all Marks related to the Marks in Assignee's name and for its benefit.

3.2 Power of Attorney. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in their behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Marks assigned hereunder.

4. Miscellaneous.

4.1 Severability. If any provision of this Assignment is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto. If any term or other provision of this Assignment is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any applicable Law in any particular respect or under any particular circumstances, then, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party, (a) such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and (b) all other terms, conditions and provisions of this Assignment shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.2 Headings. Section headings are for reference only and shall not affect the interpretation of this Assignment.

4.3 Successors in Interest. This Assignment and all of the provisions in this Assignment shall be binding upon and inure to the benefit of the successors in interest and assigns of the Parties.

4.4 Controlling Law. THIS ASSIGNMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4.5 Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO OR CONTEMPLATED UNDER THIS ASSIGNMENT, OR THE ACTS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

4.6 Entire Agreement. This Assignment, together with Exhibit A, states the entire understanding among the Parties with respect to the subject matter hereof, and supersedes all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements with respect to the subject matter hereof.

4.7 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

4.8 Delivery by Facsimile or Electronic Means. This Assignment and each other agreement or instrument entered into in connection herewith or contemplated hereby and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other mutually agreed upon electronic means of delivery, shall be treated in all manner and respect as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of a Party hereto or to any such agreement or instrument, the other Party hereto or thereto shall reexecute original forms thereof and deliver them to the other Party. No Party hereto or to any such agreement or instrument contemplated hereby shall raise the use of a facsimile machine or other mutually agreed upon electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other mutually agreed upon means of electronic transmittal as a defense to the formation or enforceability of a Contract and each such party forever waives any such defense.

4.9 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Assignment has been negotiated at arm's-length and among Parties equally sophisticated and knowledgeable in the matters dealt with in this Assignment. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Assignment against the party that has drafted it is not applicable and is waived. The provisions of this Assignment shall be interpreted in a reasonable manner to effect the intent of the Parties as set forth in this Assignment.

[Signatures on Following Page]

EXHIBIT A

Marks



Word Mark WELLSYS
Goods and Services IC 011, US 013 021 023 031 034, G & S; Water purifiers; Water filters; Water coolers, FIRST USE: 20081024, FIRST USE IN COMMERCE: 20081024
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 05.05.25 - Daffodils; Iris (flower); Other flowers
Serial Number 85460742
Filing Date October 31, 2011
Current Basis 1A
Original Filing Basis 1A
Published for Opposition November 13, 2012
Registration Number 4281492
Registration Date January 29, 2013
Owner (REGISTRANT) Wellsys USA Corporation CORPORATION ARIZONA Suite 163 1015 N Mqueen Dr Gilbert ARIZONA 85233
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "USA CORPORATION" APART FROM THE MARK AS SHOWN
Description of Mark Color is not claimed as a feature of the mark. The mark consists of the stylized text "Wellsys USA Corporation" with a flower on the right.
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

ASSIGNEE:

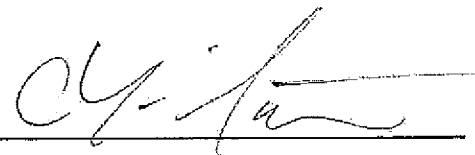
QUENCH USA, INC.

By: 

Name: Todd C. Peterson
Title: Chief Operating Officer

ASSIGNOR:

WELLSYS USA CORPORATION

By: 

Name: Travis Nuttall
Title: Officer and Authorized Signatory

[Signature Page to Wellsys TM Assignment]