

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
921 Inc. dba Aqua Sun Ozone International		05/22/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	921 Inc.		
Street Address:	605 S Williams Road		
City:	Palm Springs		
State/Country:	CALIFORNIA		
Postal Code:	92264		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4629827	THE OZONE OTTER	
CORRESPONDENCE DATA			
Fax Number:	8006259121		
<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:	2128082700		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	620 EIGHTH AVENUE, 38th Floor		
Address Line 4:	NEW YORK, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	141588.5		
NAME OF SUBMITTER:	Samantha Rizzo		
SIGNATURE:	/Samantha Rizzo/		
DATE SIGNED:	06/01/2018		
Total Attachments: 6			
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OP \$40.00 4629827

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”), dated May 22, 2018, is entered into by and between 921 Inc. dba Aqua Sun Ozone International, Inc. (“*Assignor*”) and 921 Inc., a California corporation (“*Assignee*”).

WHEREAS, Assignor desires to contribute, assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in and to all the Trademarks (as defined below) owned by Assignor.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
TRADEMARKS

(a) Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all of its right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name. For the purposes of this Assignment, “*Trademarks*” means rights arising from or in respect to trademarks, service marks, trade names, logos, internet domain names and corporate names (whether registered or unregistered, including any applications for registration of the foregoing), trade dress rights and general intangibles of a like nature, industrial or product designs together with all of the goodwill associated therewith, and foreign versions of the foregoing whether protected, created or arising under the laws of the United States or any other jurisdiction, including the domain names and any trademarks, trademark applications and registrations, trade names, service marks, service mark applications and registrations, URL addresses and URL address applications, logos, slogans and all goodwill that use or incorporate any such Names and as set forth on Exhibit A.

Section 1.2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices or with domain name registrars.

ARTICLE II
GENERAL

Section 2.1. Interpretation. The word “including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. Each word of gender shall include each other word of gender as the context may

require. References to “Articles”, “Sections” or “Exhibits” shall mean Articles or Sections of this Assignment or Exhibits attached to this Assignment, unless otherwise expressly indicated. The title of each Article and the headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Assignment, nor shall they affect the meaning, construction or effect of this Assignment. The parties hereto have each participated in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

Section 2.2. Severability. It is the desire and intent of the parties hereto that the provisions of this Assignment be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Assignment shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Assignment or affecting the validity or enforceability of this Assignment or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Assignment or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 2.3. Entire Agreement, Amendment and Waiver. This Assignment constitutes the entire understanding of the parties hereto and supersedes any prior agreements or understandings, written or oral, between the parties hereto with respect to the subject matter of this Assignment. No supplement, modification or amendment of this Assignment shall be binding unless executed in writing by each of Assignee and Assignor. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 2.4. Succession and Assignment. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Neither Assignor, on the one hand, nor Assignee, on the other hand, may assign either this Assignment or any of its rights, interests or obligations hereunder without the prior written approval of the other party hereto. Any assignment made in contravention of this Section 2.4 shall be null and void.

Section 2.5. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, without giving effect to conflict of law principles of any jurisdiction.

Section 2.6. Counterparts; Execution by Electronic Means. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties hereto may execute this Assignment and all other agreements and documents contemplated hereby and exchange on the date hereof counterparts of such documents by means of facsimile transmission or electronic

mail (including PDF or any electronic signature signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and the parties hereto agree that the receipt of such executed counterparts shall be binding on such parties hereto and shall be construed as originals.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ASSIGNEE:

921 INC

By: 

Name: Desiree Otero

Title: Chief Executive Officer

ASSIGNOR:

AQUA SUN OZONE INTERNATIONAL, INC

By: 

Name: Desiree Otero

Title: Chief Executive Officer

921 Inc. d/b/a Aqua Sun Ozone
International, Inc.

ACKNOWLEDGMENT

STATE OF : California

: ss.

COUNTY OF : Riverside

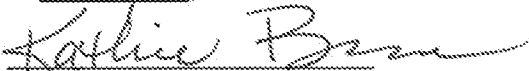
Desiree Otero, being duly sworn, says that she is the Chief Executive Officer of 921 Inc. DBA Aqua Sun Ozone, International, a California corporation, and acknowledges that she did sign the Intellectual Property Assignment on behalf of 921 Inc. DBA Aqua Sun Ozone, International, pursuant to due authority.

By: 

Print Name: Desiree Otero

Title: Chief Executive Officer

Sworn to and subscribed
before me this 21 day
of May, 2018.



Notary Public

My commission expires: Nov 7, 2018

(SEAL)

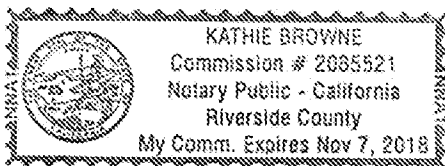


EXHIBIT A
TRADEMARKS

I. Registered Trademarks and Trademark Applications:

<u>Country</u>	<u>Mark</u>	<u>Appl. No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class</u>
US	THE OZONE OTTER	86/104465 (10/29/2013)	4629827 (10/28/2014)	11