

900455643 06/22/2018

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Systemed Version v1.2

ETAS ID: TUM76123

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name:	Formerly:	Execution Date:	Entity Type:
Water Planet, Inc.		04/01/2018	Corporation; DELAWARE
RECEIVING PARTY DATA			
Name:	IntelliFlux, LLC		
Street Address:	8915 La Cienega Boulevard, Unit C		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90001		
Entity Type:	Corporation; DELAWARE <i>limited liability company</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Numbers:	5069151	INTELLIFLUX	
CORRESPONDENCE DATA			
Fax Number:	678-220-8300		
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.			
Phone:	678-220-8300		
Email:	intelliflux@ballardspahr.com		
Correspondent Name:	Lawrence K. Nodine		
Address Line 1:	893 Peachtree Street, NE, Suite 1000		
Address Line 2:	Atlanta, GEORGIA 30309-3915		
ATTORNEY DOCKET NUMBER:	INTELLIFLUX-99229-1004US		
NAME OF SUBMITTER:	Lawrence K. Nodine		
SIGNATURE:	Lawrence K. Nodine		
DATE SIGNED:	06/22/2018		
Total Attachments: 3			
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TRADEMARK

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") dated April 01, 2018 (the "Effective Date"), is made by and between Water Planet, Inc., a Delaware corporation, having a principal place of business at 721 South Glasgow Avenue, Los Angeles, California 90301 ("Assignor") and Intelliflux, LLC, a Delaware limited liability company, having a principal place of business at 8915 La Cienega Boulevard, Unit C, Los Angeles, California 90301 ("Assignee").

### WITNESSETH

**WHEREAS**, Assignor has adopted, used in its business and is the owner of the trademark listed on Exhibit A attached hereto (hereinafter referred to as the "Mark");

**WHEREAS**, Assignor desires to assign to Assignee all right, title and interest in and to: (i) any and all trademark, service mark and intellectual property rights, including rights of priority, in the Mark, and (ii) any and all goodwill of the business associated with the Mark.

**WHEREAS**, Assignee desires to acquire the Mark and any and all goodwill of the business associated therewith from Assignor;

**WHEREAS**, Assignor and Assignee desire to confirm of record the assignment of the Mark and goodwill to the Assignee;

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, as of the Effective Date, the entire right, title and interest in and to: (i) the Mark, (ii) the goodwill of the business associated with the Mark, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorney's fees) and for other monetary award, with the right to sue for and to collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

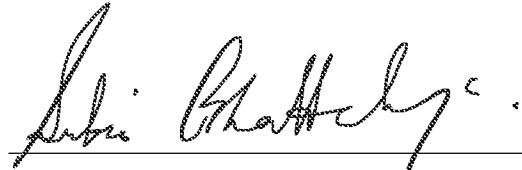
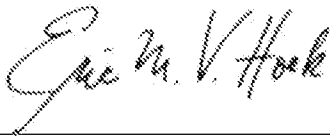
2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may, from time to time, reasonably request to effect fully this Assignment.

3. The expression "the Assignor" and "the Assignee" shall, where the context so admits, include their respective legal successors, representatives and assigns.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR: Water Planet, Inc.

ASSIGNEE: IntelliFlux, Inc.



Name: Eric M. V. Hoek

Name: SUBIR BHATTACHARJEE

Title: President & CEO

Title: CEO

**EXHIBIT A**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>
United States	INTELLIFLUX	86355601	5069154