

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUICERO, INC.		12/15/2017	Corporation:
RECEIVING PARTY DATA			
Name:	FRESH PRESS LLC		
Street Address:	2001 BRYANT STREET		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85934476	JUICERO	
Serial Number:	85984158	JUICERO	
CORRESPONDENCE DATA			
Fax Number:	4082887542		
<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:	4082887588		
Email:	uspto@stevenslawgroup.com		
Correspondent Name:	Stevens Law Group		
Address Line 1:	1754 Technology Drive, Ste 226		
Address Line 4:	San Jose, CALIFORNIA 95110		
NAME OF SUBMITTER:	David R. Stevens		
SIGNATURE:	/David R. Stevens/		
DATE SIGNED:	10/02/2018		
Total Attachments: 11			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of December 15, 2017, by and among Fresh Press LLC, a Delaware limited liability company (the “**Buyer**”) and Juicero, Inc., a Delaware corporation (“**Seller**”). Buyer and Seller are each referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is a developer of an internet-connected device for juicing (the “**Business**”);

WHEREAS, Seller desires to sell, transfer and assign to the Buyer, and the Buyer desires to purchase from Seller, certain assets of Seller as more fully described herein;

WHEREAS, on November 17, 2017, the Buyer and Seller entered into a Term Sheet for the purchase and sale of the assets more fully described herein, and on October 7, 2017, the Seller deposited the sum of US X(the “**Deposit**”), which is being held in escrow by the Seller, as a deposit towards the purchase price for the Purchased Assets (as hereinafter defined); and

WHEREAS, after consummation of the Closing contemplated under this Agreement, Seller will liquidate any remaining assets that are not Purchased Assets (as defined below), and will undertake the winding down of Seller, which shall ultimately include, but shall not be limited to, the distribution of net funds, after payment of fees and costs associated with the liquidation and winding down, to the Sellers’s creditors and/or stockholders, which are generated from the sale of the Purchased Assets.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

ARTICLE I PURCHASE AND SALE TRANSACTION

1.1 Purchase of Assets. Subject to the terms and conditions set forth herein, Seller hereby agrees to validly and effectively grant, sell, convey, transfer, assign and deliver to the Buyer, free and clear of any and all liens, mortgages, pledges, encumbrances, restrictions on transfer, and charges of every kind (“**Encumbrance**”), on the terms and subject to the conditions set forth in this Agreement, and on an “As Is” and “Where Is” basis, the assets of Seller described below (the “**Purchased Assets**”), with no representations or warranties other than those specifically set forth below, and subject to any and all pledges, liens, licenses, rights of possession, security interests, restrictions, encumbrances, charges, title retention, conditional sale or other security arrangements of any nature whatsoever (collectively, “**Encumbrances**”):

(a) Any and all product inventory, including without limitation those listed on Schedule 1.1(a) (“**Inventory**”);

(b) Any and all (i) United States and foreign patents, trademarks, copyrights and mask works, registrations and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (ii) trade secret rights arising out of the laws of any and all jurisdictions, (iii) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings

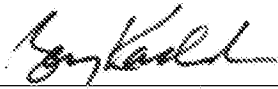
know-how, show-how, trade names, domain names, web addresses and web sites, and all rights therein and thereto, and (iv) any other intellectual property rights, whether or not registrable that are associated with the Products and owned by the Company, including without limitation those listed on Schedule 1.1(b) (collectively, the “**Intellectual Property**”);

SIGNATURE PAGE FOR ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

Juicero, Inc.

Fresh Press LLC and/or affiliates

By: 

Barry Kallander, President

By: _____
Stuart Peterson, Manager


SIGNATURE PAGE FOR ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

Juicero, Inc.

Fresh Press LLC and/or affiliates

By: _____
Barry Kallander, President

By: 
Stuart Peterson, Manager

SELLER DISCLOSURE SCHEDULES

FOR

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

JUICERO, INC.

AND

ARTIS VENTURES

Target Closing Date (On or Before): December 15, 2017

Updated: December 14, 2017

Schedule 1.1(b) - Intellectual Property

(b) Any and all (i) United States and foreign patents, trademarks[1], copyrights and mask works, registrations and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (ii) trade secret rights arising out of the laws of any and all jurisdictions, (iii) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings know-how, show-how, trade names, domain names, web addresses and web sites, and all rights therein and thereto, and (iv) any other intellectual property rights, whether or not registrable that are associated with the Products and owned by the Company, including without limitation those listed on Schedule 1.1(b) (collectively, the “Intellectual Property”);

Patents

Omni bus	Case Number	Country	Case Type	Title	Status	Application No.	Filing Date	Patent No.	Pub. No.
1	J0270.70001 AU00	AU	Utility	JUICING SYSTEMS AND METHODS	Published	2014263130	18-Apr-14		AU2014263130A1
1	J0270.70001 CA00	CA	Utility	JUICING SYSTEMS AND METHODS	Published	2912016	18-Apr-14		CA2912016A1
1	J0270.70001 CN00	CN	Utility	JUICING SYSTEMS AND METHODS	Allowed	201480039217.1	18-Apr-14		CN105473031A
1	J0270.70001 CN01	CN	Utility	JUICING SYSTEMS AND METHODS	Pending	201710368753.1	18-Apr-14		
1	J0270.70001 CN02	CN	Utility	JUICING SYSTEMS AND METHODS	Pending	20710368580.3	18-Apr-14		
1	J0270.70001 EP00	EP	Utility	JUICING SYSTEMS AND METHODS	Allowed	14794986.1	18-Apr-14		EP2993996A2
1	J0270.70001 EP01	EP	Utility	JUICING SYSTEMS AND METHODS	Filed	17171009.8	18-Apr-14		
1	J0270.70001 IL00	IL	Utility	JUICING SYSTEMS AND METHODS	Published	242531	18-Apr-14		IL242531A
1	J0270.70001 JP00	JP	Utility	JUICING SYSTEMS AND METHODS	Published	2016-512908	18-Apr-14		JP2016-523774 A
1	J0270.70001 JP01	JP	Utility	JUICING SYSTEMS AND METHODS	Granted	2017-080509	18-Apr-14	6180677 JP,618067	

								7,B	
1	J0270.70001J P02	JP	Utility	JUICING SYSTEMS AND METHODS	Allowed	2017-1388 78	18-Apr-14		
1	J0270.70001 KR00	KR	Utility	JUICING SYSTEMS AND METHODS	Published	10-2015-7 035177	18-Apr-14		KR20160015 253A
1	J0270.70001 NZ00	NZ	Utility	JUICING SYSTEMS AND METHODS	Published	714965	18-Apr-14		NZ714965A
1	J0270.70001 US00	US	Utility	JUICING SYSTEMS AND METHODS	Published	14/850352	10-Sep-15		US-2015-037 4025-A1
1	J0270.70001 US01	US	Utility	JUICING SYSTEMS AND METHODS	Granted	14/850894	10-Sep-15	9493298	US-2016-000 0135-A1
1	J0270.70001 US02	US	Utility	JUICER CARTRIDGE INCLUDING A SECONDARY COMPARTMENT ASSOCIATED WITH AN OUTLET	Published	15/145953	4-May-16		US-2016-024 4249-A1
1	J0270.70001 US03	US	Utility	JUICER INCLUDING A JUICER CARTRIDGE READER	Published	15/145964	4-May-16		US-2016-024 2455-A
1	J0270.70001 US04	US	Utility	JUICER INCLUDING SHAPED PRESSING SURFACES	Published	15/145975	4-May-16		US-2016-024 2456-A1
1	J0270.70001 US05	US	Utility	PRESS	Pending	15/486376	13-Apr-17		
1	J0270.70001 US06	US	Utility	PRESS	Pending	15/486398	13-Apr-17		
1	J0270.70001 US07	US	Utility	PRESS	Pending	15/486421	13-Apr-17		
1	J0270.70001 US08	US	Utility	PRESS	Unfiled				
1	J0270.70005 US04	US	Utility	JUICE CONTAINING POUCH AND PRESS FOR EXTRACTING JUICE FROM THE POUCH	Published	14/229940	30-Mar-14		US-2014-031 4918-A1
1	J0270.70002 WO00	PCT	Utility	JUICING SYSTEM AND METHODS	Published	PCT/US20 16/017456	11-Feb-16		WO2016/133 768
1	J0270.70003 WO00	PCT	Utility	JUICER CARTRIDGES	Published	PCT/US20 16/017462	11-Feb-16		WO2016/133 769
1	J0270.70004 WO00	PCT	Utility	HAND OPERATED JUICING SYSTEM	Published	PCT/US20 16/017471	11-Feb-16		WO2016/133 772

				AND METHODS					
1	J0270.70008 WO00	PCT	Utility	JUICER CARTRIDGES	Published	PCT/US20 16/020222	1-Mar-16		WO2016/153 744
1	J0270.70009 WO00	PCT	Utility	JUICING SYSTEM WITH SUPPLEMENTAL LIQUID TO FORM A JUICE BEVERAGE	Published	PCT/US20 16/020225	1-Mar-16		WO2016/178 734
1	J0270.70010 US00	US	Utility	COMPOSTABLE POUCH	Unfiled				
1	J0270.70011 US00	US	Utility	GRINDING SYSTEM AND METHODS	Unfiled				
1	J0270.70050 US00	US	Utility	SYSTEM AND METHOD FOR TRACKING CONSUMABLES	Unfiled				
2	J0270.70006 US01	US	Utility	ANGLED JUICING SYSTEM	Pending	15/447318	2-Mar-17		
2	J0270.70006 US02	US	Utility	PRESS	Pending	15/486442	13-Apr-17		
2	J0270.70006 US03	US	Utility	PRESS	Pending	15/486496	13-Apr-17		
2	J0270.70006 US04	US	Utility	PRESS	Pending	15/486557	13-Apr-17		
2	J0270.70006 US05	US	Utility	PRESS	Pending	15/486577	13-Apr-17		
2	J0270.70012 US01	US	Utility	JUICER CARTRIDGE WITH BURSTABLE SEAL	Pending	15/447358	2-Mar-17		
2	J0270.70012 WO00	PCT	Utility	JUICER CARTRIDGE WITH BURSTABLE SEAL	Pending	PCT/US20 17/020428	2-Mar-17		
2	J0270.70031 US01	US	Utility	JUICER CARTRIDGE WITH STRESS RELIEF FEATURES	Pending	15/447378	2-Mar-17		
2	J0270.70032 US01	US	Utility	JUICER CARTRIDGE GEOMETRY	Pending	15/447407	2-Mar-17		
2	J0270.70033 US01	US	Utility	JUICER CARTRIDGE WITH COUPLING	Pending	15/447441	2-Mar-17		
2	J0270.70034 US01	US	Utility	JUICING SYSTEM WITH JUICER CARTRIDGE RESTRAINTS	Pending	15/447508	2-Mar-17		

2	J0270.70035 US01	US	Utility	JUICER CARTRIDGE WITH OUTLET SEPARATOR	Pending	15/447545	2-Mar-17		
2	J0270.70036 US01	US	Utility	JUICER CARTRIDGE WITH SECONDARY FLOW CHANNEL	Pending	15/447587	2-Mar-17		
2	J0270.70037 US01	US	Utility	JUICER CARTRIDGE WITH SANITARY SEAL	Pending	15/447603	2-Mar-17		
2	J0270.70038 US01	US	Utility	JUICER CARTRIDGE WITH FLOW DISRUPTOR	Pending	15/447935	2-Mar-17		
2	J0270.70039 US01	US	Utility	JUICER WITH LOCKING MECHANISM	Pending	15/447985	2-Mar-17		
2	J0270.70040 US01	US	Utility	JUICER WITH JUICER CARTRIDGE ORIENTATION FEATURE	Pending	15/447998	2-Mar-17		
2	J0270.70041 US01	US	Utility	JUICER WITH FLEXIBLE SEAL	Pending	15/448045	2-Mar-17		
2	J0270.70042 US01	US	Utility	JUICING SYSTEM WITH VARIABLE PRESSING PARAMETERS	Pending	15/448055	2-Mar-17		
2	J0270.70043 US01	US	Utility	DRIVE SYSTEM FOR A JUICER	Pending	15/448067	2-Mar-17		
2	J0270.70044 US01	US	Utility	JUICING SYSTEM MOTOR CONTROL	Pending	15/448096	2-Mar-17		
2	J0270.70045 US00	US	Utility	INVERTED JUICER CARTRIDGE WITH DEPLOYABLE OUTLET	Pending	62/461732	21-Feb-17		
2	J0270.70046 US00	US	Utility	HAND TWIST PACK	Pending	62/552751	31-Aug-17		
2	J0270.70047 US00	US	Utility	SYSTEM AND METHODS OF INTEGRATED MOBILE POINT-OF-SALE AND POINT-OF-CONSU MPTION PLATFORM	Pending	62/521187	16-Jun-17		
2	J0270.70048 US00	US	Utility	HAND OPERABLE JUICER	Pending	62/552789	31-Aug-17		

IP License Agreements

Document	Assignor(s)	Effective Date
Assignment Amendment and Acknowledgement Agreement	Dale Wettlaufer & Charles Wettlaufer	November 2, 2015
Patent Licenses and Services Agreement	Dale Wettlaufer	June 21, 2013
IP Assignment Agreement	Dale Wettlaufer & Charles Wettlaufer	November 5, 2014

Trademarks

TM	Country	Trade Mark No.	Registration No.	Ref No.	Classes	Published Date	Expiration
Juicero	Australia	1718816	1263020	J0270.20000 AU00	7, 8, 9, 21, 29, 42	January 21, 2016	June 18, 2025
Juicero	Canada	1734245		J0270.20000 CA00		September 21, 2016	
Juicero	China						
Juicero	Europe		1263020	J0270.20000 EM00	7, 8, 9, 35, 42	January 20, 2016	
Juicero	Japan		1263020	J0270.20000 JP00	7, 8, 9, 21, 29, 31, 35, 42	June 18, 2015	June 18, 2025
Juicero	New Zealand	1026984	1263020	J0270.20000 NZ00	7, 8, 9, 21, 29, 31, 35, 42	June 18, 2015	June 18, 2025
Juicero	Singapore	4020151549 3P	1263020	J0270.20000 SG00	7, 8, 9, 21, 29, 31, 35, 42	June 18, 2015	June 18, 2025
Juicero	Taiwan	104035933		J0270.20000 TW00	7, 8, 9, 11, 21, 29, 31, 35, 42	May 16, 2016	
Juicero	United States			J0270.20000 US00	35		
Juicero	United States	5018238	1263020	J0270.20000 US01	7, 9, 31	August 9, 2016	

Juicero	World International Property Organization		1263020	J0270.20000 WP00	7, 8, 9, 21, 29, 31, 35, 42	September 3, 2015	June 18, 2025
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Domains

Domain Name	TLD	Expires
BESTEVEERINDUSTRIES.COM	.com	6/2/18
JUIC-ERO.COM	.com	3/21/18
JUICAERO.COM	.com	4/6/18
JUICARO.COM	.com	4/13/18
JUICAVORE.COM	.com	4/24/18
JUICE-ERO.COM	.com	3/21/18
JUICE-RO.COM	.com	3/21/18
JUICE.AG	.ag	3/20/18
JUICE.BOUTIQUE	.boutique	6/24/18
JUICE.CARE	.care	5/13/18
JUICE.GLASS	.glass	6/24/18
JUICE.GS	.gs	3/20/18
JUICE.HEALTHCARE	.healthcare	6/7/18
JUICE.KITCHEN	.kitchen	5/15/18
JUICE.MS	.ms	3/20/18
JUICE.PE	.pe	3/20/18
JUICE.PLACE	.place	5/15/18
JUICE.REVIEWS	.reviews	6/24/18
JUICE.SO	.so	10/8/18
JUICE.TECHNOLOGY	.technology	5/15/18
JUICE.VET	.vet	5/15/18
JUICE2LIVE4.COM	.com	12/1/17
JUICE2POINT0.COM	.com	7/16/18
JUICEARROW.COM	.com	6/14/18
JUICEASFUEL.COM	.com	5/21/18