

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
O2COOL, LLC		10/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Middleton O2Cool LLC		
<b>Street Address:</b>	400 Skokie Boulevard, Suite 820		
<b>City:</b>	Northbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4304747	ARCTICLOTH	
<b>Registration Number:</b>	4789989	ARCTICSQUEEZE	
<b>Registration Number:</b>	3780762	BOCA CLIPS	
<b>Registration Number:</b>	3868225	DON'T JUST SIP... MIST	
<b>Registration Number:</b>	3756352	H2O HAMMOCK	
<b>Registration Number:</b>	3339029	MIST 'N SIP	
<b>Registration Number:</b>	3119116	O2COOL	
<b>Registration Number:</b>	2928098	O2-COOL	
<b>Registration Number:</b>	4728898	REFRESH	
<b>Registration Number:</b>	4958613	REFRESH	
<b>Registration Number:</b>	4872796	REFRESH	
<b>Registration Number:</b>	5272019	SIP 'N SHARE	
<b>Registration Number:</b>	3370644	SMART POWER	
<b>Registration Number:</b>	1796932	SQUEEZE BREEZE	
<b>Registration Number:</b>	5423711	SURELOCK	
<b>Serial Number:</b>	87907259	TREVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

CH \$415.00 4304747

TRADEMARK

**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.**

**Email:** ipdocket@thompsoncoburn.com  
**Correspondent Name:** Hadi S. Al-Shathir  
**Address Line 1:** One US Bank Plaza  
**Address Line 4:** St. Louis, MISSOURI 63101

<b>NAME OF SUBMITTER:</b>	Hadi S. Al-Shathir
---------------------------	--------------------

<b>SIGNATURE:</b>	/HSA/
-------------------	-------

<b>DATE SIGNED:</b>	12/28/2018
---------------------	------------

**Total Attachments: 8**

source=Trademark Assignment - O2Cool (EXECUTED) 11.01.2018#page1.tif  
source=Trademark Assignment - O2Cool (EXECUTED) 11.01.2018#page2.tif  
source=Trademark Assignment - O2Cool (EXECUTED) 11.01.2018#page3.tif  
source=Trademark Assignment - O2Cool (EXECUTED) 11.01.2018#page4.tif  
source=Trademark Assignment - O2Cool (EXECUTED) 11.01.2018#page5.tif  
source=Trademark Assignment - O2Cool (EXECUTED) 11.01.2018#page6.tif  
source=Trademark Assignment - O2Cool (EXECUTED) 11.01.2018#page7.tif  
source=Trademark Assignment - O2Cool (EXECUTED) 11.01.2018#page8.tif

## ASSIGNMENT OF TRADEMARKS

WHEREAS, O2COOL, LLC, a Delaware limited liability company having offices located at 168 N. Clinton Street, Suite 500, Chicago, Illinois 60661 (“ASSIGNOR”), owns all right, title and interest in and to the trademarks and applications and registrations therefor listed on Schedule A attached hereto and made a part hereof and the goodwill of the business symbolized by the aforesaid trademarks; and

WHEREAS, in connection with that certain Asset Purchase Agreement dated November 1, 2018 by and among ASSIGNOR and Middleton O2Cool LLC, a Delaware limited liability company having offices at 400 Skokie Boulevard, Suite 820, Northbrook, Illinois 60062 (“ASSIGNEE”), ASSIGNEE desires to acquire all of ASSIGNOR’s right, title and interest in and to the aforesaid trademarks and applications and registrations therefor listed on attached Schedule A and the goodwill of the business symbolized by said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said trademarks and applications and registrations therefor listed on attached Schedule A, and the goodwill of the business symbolized by said trademarks, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including, without limitation, all worldwide rights to the aforesaid trademarks and applications and registrations therefor, the goodwill of the business symbolized by said trademarks and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and applications and registrations therefor listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, opposition, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and applications and registrations therefor listed on attached Schedule A, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and applications and registrations therefor listed on attached Schedule A; (b) to cooperate with ASSIGNEE at ASSIGNEE’s expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE’s expense to perform all other affirmative acts which in ASSIGNEE’s reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the trademarks and applications and registrations therefor listed on attached Schedule A. These obligations of assistance by ASSIGNOR shall continue for so long as ASSIGNEE may require such assistance from ASSIGNOR.

ASSIGNOR hereby grants to the law firm of Michael Best & Friedrich LLP, 444 W. Lake Street, Suite 3200, Chicago, Illinois 60606, USA authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the trademarks, trademark applications or trademark registrations listed on attached Schedule A for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

[Signature page follows.]

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of ASSIGNOR and is effective as of the date first set forth above.

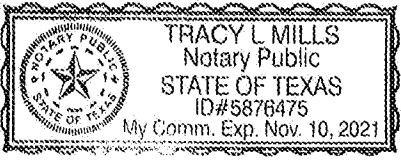
O2COOL, LLC

By: [Signature]  
Name: Jonathon Miller  
Title: Vice President

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TARRANT )

I, Tracy L. Mills, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified limited liability company with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 31<sup>st</sup> day of October, 2018



Tracy L. Mills  
Notary Public

**SCHEDULE A**

(TC Ref.)	Trademark	Country	Owner	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class	Goods
58607-153446	O2-COOL	Canada	O2Cool, LLC	Registered	1201220	1/9/2004	TMA680426	1/26/2007	N/A	Battery operated fans
58607-161279	CIRCULAIR & Design	China (Peoples Republic)	O2Cool, LLC	Registered	7488043		7488043	2/28/2011	11 Int.	Lamp; non-medical fumigation equipment
58607-161274	O2 COOL	China (Peoples Republic)	O2Cool, LLC	Registered	7488046		7488046	2/7/2011	11 Int.	Air conditioning equipment; ventilator (air conditioning); ventilator air blower (air conditioning part); draft equipment and equipment (air conditioning); uses electricity personally the ventilator; exhaust fan; moist air installment; vehicles ventilation installation (air conditioning); lamp; non-medical fumigation equipment
58607-161275	O2 COOL	China (Peoples Republic)	O2Cool, LLC	Registered	7488044		7488044	11/7/2010	28 Int.	Toy; toy electric fan; spraying of water toy
58607-177110	O2COOL	China (Peoples Republic)	O2Cool, LLC	Pending	32260684	7/16/2018			21 Int.	Reusable stainless steel water bottle (empty at the time of sale); reusable plastic water bottles (empty for sale); water bottle (empty); water bottle; glass bottle; drinking water bottle; sports water bottle (empty)
58607-161276	O2-COOL & Design	China (Peoples Republic)	O2Cool, LLC	Registered	7488062		7488062	6/21/2011	18 Int.	Water bag knapsack
58607-153449	O2-COOL	European Union (Community)	O2Cool, LLC	Registered	5365077	10/6/2006	5365077	9/27/2007	11 Int., 21 Int., 28 Int.	Battery operated fans used as personal accessories, namely, handheld operated fans including those with flashing lights and writing tools; desk fans including both oscillating and non-oscillating; wearable fans including visor fans, necklace fans and wrist-mounted fans; fans mounted on or incorporating drinking vessels, clip-on fans or clamp-on fans, such as desk-mounted and vehicle mounted and with or without flexible necks; fans incorporating lamps or lights, and fans incorporating a decorative enclosure and for diffusing a fragrance; Drinking vessels, namely, water hydration packs and sports bottles sold empty; Toy fans and water squirting toys
58607-153452	BOCA CLIPS & Design	Turkey	Better Things LLC	Published	2014/84898	10/20/2014			26 Int., 35 Int.	Beach towels/pareo made using different figures to secure the latch; Advertising, marketing and public relations services; commercial and advertising purposes exhibitions and exhibition

6832252.1  
4480892/1/3275.011

T/C Ref.	Trademark	Country	Owner	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class	Goods
										<p>organization services. Office services; secretarial services; newspaper subscription services regulations; compilation of statistics; leasing of office machinery services; making systematic information in computer databases; telephone answering services; Business management; administration and issues related consulting; accounting and financial consulting services; personnel placement; recruitment; personnel selection; staffing services; import-export agency services; temporary staffing assignments (others on behalf of the bill deposit; tax deposit; traffic follow-up) services such transactions; provide expert services for commercial and industrial products; arranging and conducting of auction services. Customers see the goods in a convenient way and without regard to the material they are made furniture and materials for the purchase. Mattresses, pillows, air mattresses and pillows not for medical purposes; sleeping bags for campers; seabeds; Mirrors; Beehives; artificial honeycombs and honeycomb slats. Carriages for babies; playgrounds (for interiors); baby cradles; baby walkers; Of wood or synthetic material finished panels; pictures; frames for paintings; identity cards; bracelets; nameplates; labels.</p> <p>Wood or synthetic materials made from packaging; transport and storage casks; drums; bins; hoppers (tanks); boxes; packaging; containers; transport for containers; boxes; pallets; covers are used in conjunction with them. Accessories made from wood or synthetic materials (hardware's), furniture connections, opening-closing apparatus; Wood; wax; plastic or plaster ornaments and decorative items made from this class; Baskets; fishing baskets; Booths for domestic animals; housings; bearings; Portable ladders made of wood or synthetic materials; moving stairs; Bamboo curtains; blinds; strip curtains; bead curtains for decoration; curtain buckle; curtain rings; curtain hooks; curtain rods.</p>

(TC Ref.)	Trademark	Country	Owner	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class	Goods
58607-149513	ARCTICLOTH	United States of America	O2Cool, LLC	Registered	85/674290	7/11/2012	4304747	3/19/2013	24 Int.	non-metal pads for vehicle wheels. Electric cleaning equipment supplies (paint brushes, brushes, except steel wool, sponges, steel wool, rags are made of textile cleaning and wiping cloths, dish-washing gloves, non-electric polishing machines, carpet cleaners, mops, include machines that are not part electric brushes). Toothbrushes, electric toothbrushes, dental floss, shaving brushes, hair brushes, combs, including those of precious metal, it included in this class and electrical household and kitchen utensils, pots and pans. Ironing table covers, clothes drying, clothes hangers, trusses and supplies for pets, plants and animal husbandry areas used in the household (aquarium, vivarium are terrariums). Glass, porcelain, ceramic, clay ornaments and decorative items (including vase). Mouse traps, pest traps, fly catchers, fly rackets, covers for toilet holes (flies and insects repellent or destructive, including electrical appliances). Perfume burners (burners giving off scents when lit), perfume sprays and vaporizers (atomizers), electric-electric cleaning tools makeup, powder puffs, boxes for toilet goods. Spray nozzles are heading for water sprinklers, irrigation equipment, irrigation sprinklers, tips connected to faucets. Untreated glass, semi-finished glass, glass mosaics and glass powder for decoration (except for construction), glass wool (not for insulation and textile); the trophies in sports competitions. Bringing together of goods services: (Specified services, retail, wholesale stores, electronic media, provided with catalogs and other similar methods.)
58607-147378	ARCTICSQUEEZ E	United States of America	O2Cool, LLC	Registered	86/486546	12/19/2014	4789989	8/11/2015	21 Int.	Towels, namely, towels with hyper-evaporative properties
58607-146327	BOCA CLIPS	United States of America	O2Cool, LLC	Registered	77/823753	9/10/2009	3780762	4/27/2010	20 Int.	Drinking vessels Non-metal clips for attaching towels to lounge, beach and deck chairs



(TC Ref.)	Trademark	Country	Owner	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class	Goods
58607-149514	DON'T JUST SIP...MIST	United States of America	O2Cool, LLC	Registered	77/715565	4/16/2009	3868225	10/26/2010	21 Int.	Drinking vessels
58607-146325	H2O HAMMOCK	United States of America	O2Cool, LLC	Registered	77/834852	9/25/2009	3756352	3/2/2010	28 Int.	Inflatable float mattresses or pads for recreational use
58607-149515	MIST 'N SIP	United States of America	O2Cool, LLC	Registered	77/124966	3/7/2007	3339029	11/20/2007	21 Int.	Drinking vessels
58607-149516	O2COOL	United States of America	O2Cool, LLC	Registered	78/362828	2/5/2004	3119116	7/25/2006	11 Int., 21 Int., 28 Int.	Battery operated fans used as personal accessories, namely, handheld operated fans including those with flashing lights and writing tools, desk fans including both oscillating end non-oscillating, wearable fans including visor fans, necklace fans, fans mounted on or incorporating drinking vessels, clip-on fans or clamp-on fans, such as desk-mounted and vehicle mounted and with or without flexible necks, fans incorporating lamps or lights, and fans incorporating a decorative enclosure and for diffusing a fragrance (First Use: 12-1-2002; First Use in Commerce: 12-1-2002); Drinking vessels, namely, sports bottles sold empty (First Use: 3-12-2003; First Use in Commerce: 3-12-2003); Toy fans and water squirting toys (First Use: 1-27-2003; First Use in Commerce: 1-27-2003)
58607-149517	O2-COOL	United States of America	O2Cool, LLC	Registered	76/435103	7/29/2002	2928098	2/22/2005	11 Int.	Battery operated fans
58607-147409	REFRESH	United States of America	O2Cool, LLC	Registered	86/200182	2/21/2014	4728898	4/28/2015	21 Int.	Drinking vessels
58607-147379	REFRESH	United States of America	O2Cool, LLC	Registered	86/637589	5/21/2015	4958613	5/17/2016	11 Int.	Portable electric fan, misting systems for outdoor cooling, misting systems for outdoor cooling featuring water misting fans
58607-147169	REFRESH (stylized and/or with design)	United States of America	O2Cool, LLC	Registered	86/395991	9/16/2014	4872796	12/22/2015	11 Int., 21 Int.	Portable electric fan, misting systems for outdoor cooling, misting systems for outdoor cooling featuring water misting fans; Drinking vessels (First Use: First Use in Commerce: 1-14-2014)
58607-151885	SIP 'N SHARE	United States of America	O2Cool, LLC	Registered	86/871061	1/11/2016	5272019	8/22/2017	21 Int.	Drinking vessels
58607-149518	SMART POWER	United States of America	O2Cool, LLC	Registered	78/850430	3/30/2006	3370644	1/15/2008	11 Int.	Rechargeable battery operated fans

(TC Ref.)	Trademark	Country	Owner	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class	Goods
58607-149519	SQUEEZE BREEZE	United States of America	O2Cool, LLC	Registered	74/257433	3/20/1992	1796932	10/5/1993	11 Int.	Portable electric fan with liquid atomizer
58607-147380	SURELOCK	United States of America	O2Cool, LLC	Registered	86/486561	12/19/2014	5423711	3/13/2018	21 Int.	Reusable plastic water bottles sold empty and drinking vessels
58607-174947	TREVA	United States of America	O2Cool, LLC	Pending	87/907259	5/4/2018			11 Int., 25 Int.	Electric fans; battery-operated fans; electric space heaters; battery-operated space heaters; heated blankets; air purifiers; air diffusers; battery-operated lights; battery-operated lanterns; Heated gloves