

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525515

<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>
Wilbur Curtis Co., Inc.		02/08/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WCCI Acquisition Co.		
<b>Street Address:</b>	10100 Santa Monica Boulevard		
<b>Internal Address:</b>	c/o Loeb & Loeb LLP, Suite 2200		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067-4120		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88140342	CHILL-X	
<b>Serial Number:</b>	88116840	THERMOPROX	
<b>Registration Number:</b>	5580968	GEMX	
<b>Registration Number:</b>	5533629	CURTIS BARISTA	
<b>Serial Number:</b>	87824596	GOURMET BREWING SYSTEMS	
<b>Registration Number:</b>	5076626	CURTIS	
<b>Registration Number:</b>	4679991	SERAPHIM	
<b>Registration Number:</b>	4963271	THE GOLD CUP SERIES	
<b>Registration Number:</b>	3680110	INTELLISENSE	
<b>Registration Number:</b>	4164787	FRESHTRAC	
<b>Registration Number:</b>	3221137	GEMINI	
<b>Registration Number:</b>	3261594	INTELLIFRESH	
<b>Registration Number:</b>	2889761	THERMOPRO	
<b>Registration Number:</b>	3697231	CURTIS BARISTA	
<b>Registration Number:</b>	2374592	CURTIS	
<b>Registration Number:</b>	2370229	CURTIS	
<b>CORRESPONDENCE DATA</b>			

OP \$415.00 88140342

**Fax Number:** 3102822200

*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:** 3102822000 x2108

**Email:** trademarks@loeb.com

**Correspondent Name:** David W. Grace

**Address Line 1:** 10100 Santa Monica Boulevard

**Address Line 2:** c/o Loeb & Loeb LLP, Suite 2200

**Address Line 4:** Los Angeles, CALIFORNIA 90067-4120

<b>NAME OF SUBMITTER:</b>	David W. Grace
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<b>SIGNATURE:</b>	/dwg/
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<b>DATE SIGNED:</b>	05/29/2019
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated February 8, 2019, is made by Wilbur Curtis Co., Inc., a California corporation (“Assignor”), in favor of WCCI Acquisition Co., a Delaware corporation (“Assignee”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 26, 2018 (as may be amended or restated from time to time, the “Asset Purchase Agreement”) by and among the Assignor and Assignee, the Assignee is purchasing the Purchased Assets of the Assignor;

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has agreed to sell, grant, assign, transfer, convey and deliver to Assignee, among other assets, the Seller Intellectual Property, including but not limited to the Seller Registered Intellectual Property Rights set forth on Schedule A to this IP Assignment; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning attributed thereto in the Asset Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, grants, assigns, transfers, conveys and delivers to Assignee, and Assignee does hereby purchase and accept, all right, title and interest of Assignor in and to the Seller Intellectual Property, in each case free and clear of any and all Encumbrances. This assignment includes all of the common law rights, reputational rights and goodwill associated with the Seller Intellectual Property.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignor and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Seller Intellectual Property to Assignee, or any assignee or successor thereto.
3. Relationship with Asset Purchase Agreement. Nothing in this Agreement shall be deemed to supersede, diminish, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control.
4. Binding Agreement; Governing Law, Forum. This Agreement and the provisions herein contained shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns. Sections 11.4 and 11.5 of the Asset Purchase Agreement are hereby incorporated by reference as if fully set forth herein with respect to the terms of this IP Assignment.

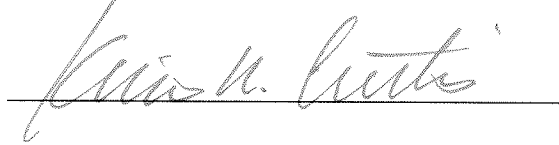
5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an electronic version of an executed counterpart of a signature page to this Agreement by telecopier or email shall be effective as delivery of a manually executed original counterpart of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

**SELLER:**

**WILBUR CURTIS CO., INC.**



Name: Kevin R. Curtis

Title: President and Chief Executive Officer

**BUYER:**

**WCCI ACQUISITION CO.**



Name: Ray Peden

Title: President

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 006656 FRAME: 0714**

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

**SELLER:**

**WILBUR CURTIS CO., INC.**

\_\_\_\_\_  
Name: Kevin R. Curtis

Title: President and Chief Executive Officer

**BUYER:**

**WCCI ACQUISITION CO.**

  
\_\_\_\_\_  
Name: Ray Peden

Title: President

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 006656 FRAME: 0715**

## SCHEDULE A

### Seller Registered Intellectual Property Rights

Please see Appendix 1 attached for a list of patents.

Please see Appendix 2 attached for a list of trademarks.

Please see Appendix 3 attached for a list of domain names.

TRADEMARK SUMMARY

	SERIAL #	REG. #	NAME	MARK	STATUS
1.	88140342		WILBUR CURTIS CO. INC.	CHILL-X	Live
2.	88116840		WILBUR CURTIS CO. INC.	ThermoProX	Live
3.	87930694	5580968	WILBUR CURTIS CO. INC.	GEMX	Live
4.	87658130	5533629	WILBUR CURTIS CO. INC.	CURTIS BARISTA	Live
5.	87613002		WILBUR CURTIS CO. INC.	GOURMET BREWING SYSTEMS	Dead
6.	87824596		WILBUR CURTIS CO. INC.	GOURMET BREWING SYSTEMS	Live
7.	86825520		WILBUR CURTIS COMPANY, INC.	THE WILBUR CURTIS COMPANY	Dead
8.	86825950	5076626	WILBUR CURTIS COMPANY, INC.	CURTIS	Live
9.	86233255	4679991	WILBUR CURTIS COMPANY	SERAPHIM	Live
10.	86748766	4963271	WILBUR CURTIS COMPANY	THE GOLD CUP SERIES	Live
11.	76680198	3680110	WILBUR CURTIS COMPANY	INTELLISENSE	Live
12.	76693222	4164787	WILBUR CURTIS CO. INC.	FRESHTRAC	Live
13.	76655426	3221137	WILBUR CURTIS COMPANY	GEMINI	Live
14.	76624668	3261594	WILBUR CURTIS COMPANY	INTELLIFRESH	Live
15.	76433407	2889761	WILBUR CURTIS COMPANY	THERMOPRO	Live
16.	76688566	3697231	WILBUR CURTIS COMPANY	CURTIS BARISTA	Live
17.	76581650	3145945	WILBUR CURTIS COMPANY	GOURMET BREWING SYSTEMS	Dead
18.	76104413	2858272	WILBUR CURTIS COMPANY	THE GOLD CUP SERIES	Dead
19.	76229555		WILBUR CURTIS COMPANY	THERMOLUX	Dead
20.	75630268		WILBUR CURTIS COMPANY	ADS	Dead
21.	75630267	2374592	WILBUR CURTIS CO., INC.	CURTIS	Live
22.	75604859		WILBUR CURTIS COMPANY, INC.	ADS	Dead
23.	75601158	2370229	WILBUR CURTIS CO., INC.	CURTIS	Live
24.	75330659		WILBUR CURTIS CO., INC.	THERMO LOGIC	Dead
25.	73761023	1557839	WILBUR CURTIS CO., INC.	ALPHA	Dead
26.	72244470	822252	WILBUR CURTIS CO., INC.	CURTIS	Dead
27.	72244469	822362	WILBUR CURTIS CO., INC.	CURTIS	Dead