

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539476

<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>
GW Services, LLC		06/28/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Next Gen Ice, Inc.		
<b>Street Address:</b>	1715 N. Rosemont, Suite 200		
<b>City:</b>	Mesa		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85205		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4573801	ICE BOXX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8889775380		
<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>			
<b>Phone:</b>	707-217-3132		
<b>Email:</b>	abosarge@turningpointlaw.com		
<b>Correspondent Name:</b>	Austin G Bosarge		
<b>Address Line 1:</b>	911 Lakeville Street, #321		
<b>Address Line 4:</b>	Petaluma, CALIFORNIA 94952		
<b>NAME OF SUBMITTER:</b>	Austin G Bosarge		
<b>SIGNATURE:</b>	/Austin G Bosarge/		
<b>DATE SIGNED:</b>	09/05/2019		
<b>Total Attachments: 2</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Agreement") is dated as of June 28, 2019 (the "Effective Date"), and entered by and between **GW SERVICES, LLC**, a California limited liability company with its principal place of business located at 101 N. Cherry Street, Suite 501, Winston-Salem, NC 27101 ("Assignor") and **NEXT GEN ICE, INC.**, a Delaware corporation with its principal place of business located at 1715 N. Rosemont, Suite 200, Mesa, AZ 85205 ("Assignee") (collectively, the "Parties").

WHEREAS, Assignor is the owner of the trademark shown in the attached Schedule A, and all goodwill of the business associated therewith and symbolized thereby (the "Assigned Mark");

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Assignment.** Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns all of its right, title, and interest in and to the Assigned Mark, including without limitation, any renewals thereof, and all goodwill of the business associated therewith and symbolized by the Assigned Mark, the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof, and any and all other tangible or intangible rights arising from or related to the Assigned Mark or Assignor's use of the Assigned Mark.

**2. Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Assigned Mark and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives. Assignor agrees that, upon request, it will, at Assignee's expense for any reasonable costs incurred, promptly furnish all necessary documentation relating to or supporting chain of title and confirming Assignee's ownership of all right, title, and interest in and to the Assigned Mark, and sign and deliver all papers, take all rightful oaths, and do all acts that may be reasonably necessary for vesting title to the Assigned Mark in Assignee, its successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed by the duly authorized representative of Assignor on the Effective Date above.

**ASSIGNOR**

GW Services, LLC

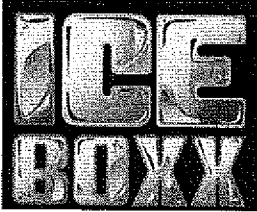
By:   
(signature)

Name: DAVID J MICCS  
(print name)

Title: LFO

**SCHEDULE A**

(Assigned U.S. Trademark Registration)

Mark	Country / Register	Registration No. / Application No.	Registration Date / Application Date	Class and Goods/Services
<p>ICE BOXX &amp; Design</p> 	<p>United States / Supplemental</p>	<p>4573801 / 85660454</p>	<p>Jul. 22, 2014 / Jun. 25, 2012</p>	<p><b>Class 11:</b> Machine for making ice, bagging the made ice into plastic bags, sealing the plastic bags and dispensing the sealed bags into a merchandiser for a consumer to retrieve</p>