

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ETS Express, LLC		11/29/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sharon Eyal		
Street Address:	420 Lombard Street		
City:	Oxnard		
State/Country:	CALIFORNIA		
Postal Code:	93030		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5088483	ENJOYED GLOBALLY	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	02/06/2020		
Total Attachments: 5			
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OP \$40.00 5088483

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into effective as of November 29, 2019 (the "Effective Date") by and among ETS Express, LLC (f/k/a ETS Express, Inc.), a California limited liability company ("Assignor"), on the one hand, and Sharon Eyal, an individual ("Assignee"), on the other hand. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Equity Purchase Agreement, dated as of October 18, 2019 (the "Purchase Agreement"), which provides for, among other things, the assignment of all of Assignor's rights, title and interest in and to certain Intellectual Property Assets (as hereinafter defined) upon consummation of the transactions contemplated by the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, this Assignment is a condition to closing of the transaction contemplated by the Purchase Agreement and Assignor wishes to assign all rights, title and interest in and to the Intellectual Property Assets to Assignee, and Assignee wishes to accept such assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

- a. As used herein, "Intellectual Property" shall mean any or all of the following, as they exist in any jurisdiction throughout the world: (a) patents, patent applications of any kind and patent rights; (b) registered and unregistered trademarks, service marks, trade names, trade dress, corporate names, logos, packaging design, slogans and Internet domain names, rights to social media accounts, and other indicia of source, origin or quality, together with all goodwill associated with any of the foregoing, and registrations and applications for registration of any of the foregoing; (c) copyrights in both published and unpublished works (including all compilations, databases and computer programs, manuals and other documentation and all derivatives, translations, adaptations and combinations of the above) and registrations and applications for registration of any of the foregoing; (d) trade secrets and other confidential or proprietary information (including customer and supplier lists, customer and supplier records, pricing and cost information, reports, software development methodologies, technical information, proprietary business information, process technology, plans, drawings, blue prints, know-how, inventions and invention disclosures (whether or not patented or patentable and whether or not reduced to practice), ideas, research in progress, algorithms, data, databases, data collections, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, source code, source code documentation, testing procedures, testing results and business, financial, sales and marketing plans) and rights under applicable trade secret law in the foregoing; and (e) any and all other intellectual property rights and/or proprietary rights.
- b. As used herein, "Intellectual Property Assets" shall mean the Intellectual Property set forth on Exhibit A hereto.

2. Assignment. Assignor hereby assigns and transfers to Assignee and his heirs, successors and assigns all of Assignor's right, title and interest in and to the Intellectual Property Assets, together with the goodwill of Assignor's business symbolized thereby and any causes of action, including claims of misappropriation or infringement, that may have accrued to Assignor with respect to the Intellectual Property Assets.

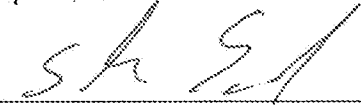
3. Recordation. Assignor hereby acknowledges and agrees that Assignee may file this instrument with any appropriate governmental authority for the purposes of recording ownership of the Intellectual Property Assets set forth herein.
4. Further Assurances. Assignor agrees to assist Assignee as reasonably necessary or appropriate to evidence, record and perfect the foregoing assignment and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the assigned rights. Assignee will pay for, or will reimburse Assignor for, all out of pocket costs, if any, in connection with any such assistance.
5. Limited Power of Attorney. In the event that Assignee is unable, despite reasonable attempts, to secure Assignor's signature to any document reasonably requested by Assignee pursuant to Section 4 above, or Assignor has not taken other action reasonably necessary to further the purposes of this Assignment, Assignor shall grant Assignee a limited power of attorney coupled with an interest and full power of substitution for the sole purpose of executing and filing all necessary or appropriate documents and to do all other lawfully permitted acts to further the purposes of this Assignment, with the same legal force and effect as if executed by Assignor.
6. General. This Assignment and its interpretation and validity shall be governed by the substantive law of the State of California (the "State") applicable to contracts made and to be performed within the State and without regard to the State's conflicts of laws rules that would result in the application of the laws of another jurisdiction. This Assignment may not be modified or amended except in a written amendment, signed by a duly authorized representative of each party. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. If and to the extent any provision or provisions of this Assignment shall be held to be invalid, illegal, unenforceable or in conflict with the law of any applicable jurisdiction, the parties intend that such provision or provisions be construed in a manner so as to effectuate the parties' intent to the greatest extent possible, and the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Assignment may be executed and delivered by electronic image transmission including in the form of a PDF file.

(Remainder of page intentionally left blank; Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the Effective Date.

ASSIGNOR:

ETS Express, LLC

By:  _____

Name: Sharon Eyal

Title: President and Chief Executive Officer

ASSIGNEE:

Sharon Eyal, individually

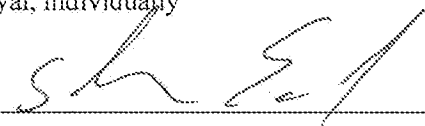
By:  _____

EXHIBIT A

INTELLECTUAL PROPERTY ASSETS

Domestic (U.S.) Intellectual Property (Trademarks)				
Docket No.	Mark	Serial No.	Filing Date	Reg. No.
25628	ENJOYED GLOBALLY	86/931,584	3/7/2016	5,088,483

Domestic (U.S.) Intellectual Property (Patents)				
Docket No.	Name	Serial No.	Filing Date	Patent No.
29368	LID FOR A CERAMIC CONTAINER	62757060	11/7/2018	N/A
27861	BEVERAGE CONTAINER	29/607,918	6/16/2017	N/A
28520	BEVERAGE CONTAINER	29/636,711	2/9/2018	N/A
28583	BEVERAGE CONTAINER LID	29/640,182	3/12/2018	N/A

International Intellectual Property (Patents)				
Docket No.	Name	Country	Serial No.	Patent No.
29133	BEER BOTTLE	Australia	201815202	201815202
29134	BEER BOTTLE LID	Australia	201815203	201815203
29135	BEER BOTTLE	China	2018305184829	ZL 2018305184829
29136	BEER BOTTLE LID	China	2018304997282	ZL 2018304997282
29137	BEER BOTTLE -	Indonesia	AID201802512	IDD000052168
29138	BEER BOTTLE LID	Indonesia	AID201802511	N/A
29139	BEER BOTTLE	Japan	2018-019538	N/A
29140	BEER BOTTLE LID	Japan	2018-019539	1625467

29141	BEER BOTTLE	South Korea	30-2018-0042398	30-1017271
29142	BEER BOTTLE LID	South Korea	30-2018-0042399	30-1006281
	A DEVICE AND STAY -CHAIN SUBASSEMBLY FOR INCITING SOMEBODY TO ACTION BOTTLE LID IS TO BOTTLE 用于将瓶盖系到瓶上的装置以及系链组件 FOR THE BOTTLE CAP TO THE BOTTLE DEVICE AND A TETHER COMPONENT	China		CN206336601U US10214332B2 US20180029762A1