

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560759

| | | | |
|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sharon Eyal | | 11/29/2019 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | ETS Express, LLC | | |
| Street Address: | 420 Lombard Street | | |
| City: | Oxnard | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 93030 | | |
| Entity Type: | Limited Liability Company: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5064312 | H2GO | |
| Registration Number: | 3692615 | H2GO | |
| 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: 9 | | | |
| source=Assignment - sharon eyal to ets express#page1.tif | | | |
| source=Assignment - sharon eyal to ets express#page2.tif | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into effective as of November 29, 2019 (the "Effective Date") by and among Sharon Eyal, an individual, Taly Eyal, an individual, Calidration, Inc., a California corporation, and 2323 Holdings, Inc., a California corporation (together with Calidration, Inc., Sharon Eyal and Taly Eyal, "Assignors"), on the one hand, and ETS Express, LLC (f/k/a ETS Express, Inc.), a California limited liability company ("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, Assignors 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 Assignors' 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 Assignors wish 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, "2020 Road Map" shall mean and refer to the document attached hereto as Exhibit A, which sets forth the scope of contemplated products through 2020, including those products to be developed, produced, marketed, licensed, sold, distributed, or otherwise commercialized by Assignee in connection with the Business.
- b. As used herein, "Business" means the business of designing, developing, manufacturing, decorating, marketing, sourcing, distributing and/or selling drinkware products, and any other business conducted by Assignee on the effective date of the Purchase Agreement.
- c. 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.

- d. As used herein, “Intellectual Property Assets” shall mean all Intellectual Property owned by Assignors and used in the Business currently or prior to the Effective Date or contemplated to be used in the Business as set forth on the 2020 Road Map, including the registered Intellectual Property set forth on Exhibit B hereto, and all Intellectual Property embodied in the “H2GO” Brand (as defined below); provided, however, that without limitation and solely for the avoidance of doubt, “Intellectual Property Assets” shall not include the Intellectual Property owned by Calidration, Inc. set forth on Exhibit C hereto.

2. Quality Control; Assignment.

- a. Sharon Eyal is the owner of the H2GO brand, including the common law and registered trademarks set forth on Exhibit B (collectively, the “H2GO Brand”). Upon creation of the H2GO Brand, Mr. Eyal granted Assignee the right to use the H2GO brand in connection with the Business. During the course of this licensed use of the H2GO Brand by the Business, Mr. Eyal oversaw all relevant operations of the Business and supervised the development, manufacturing and sale of the goods produced bearing the H2GO Brand, and exercised direct and actual authority over the quality of such goods.
 - b. Assignors hereby assign and transfer to Assignee and its heirs, successors and assigns all of Assignors’ right, title and interest in and to the Intellectual Property Assets, together with the goodwill of Assignors’ business symbolized thereby and any causes of action (including claims of misappropriation or infringement) that may have accrued to Assignors with respect to the Intellectual Property Assets.
3. Recordation. Assignors hereby acknowledge and agree 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. Assignors agree to assist Assignee as reasonably necessary or appropriate to evidence, record and perfect the foregoing assignments 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 Assignors 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 Assignors’ signatures to any document reasonably requested by Assignee pursuant to Section 4 above, or Assignors have not taken other action reasonably necessary to further the purposes of this Assignment, Assignors grants 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 Assignors.
6. General. Assignors disclaim all express or implied representations and warranties, including any express or implied warranty of merchantability or fitness for a particular purpose. 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

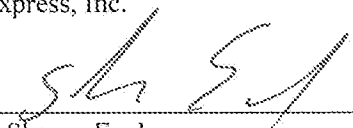
applicable jurisdiction, the parties intend that such provision or provisions be construed in a manner so as to effectuate the parties' intent to the greatest extent possible, and the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected 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.

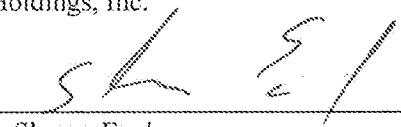
ASSIGNEE:

ETS Express, Inc.

By: 
Name: Sharon Eyal
Title: President


ASSIGNOR:

2323 Holdings, Inc.

By: 
Name: Sharon Eyal
Title: President

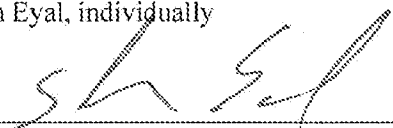
ASSIGNOR:

Calidration, Inc.

By: 
Name:
Title:

ASSIGNOR:

Sharon Eyal, individually

By: 

ASSIGNOR:

Taly Eyal, individually

By: _____

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

ASSIGNEE:

ETS Express, Inc.

By: _____
Name: Sharon Eyal
Title: President

ASSIGNOR:

2323 Holdings, Inc.

By: _____
Name: Sharon Eyal
Title: President

ASSIGNOR:

Calibration, Inc.

By: _____
Name:
Title:

ASSIGNOR:

Sharon Eyal, individually

By: _____

ASSIGNOR:

Taly Eyal, individually

By:  _____

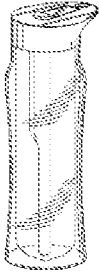
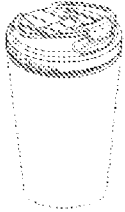
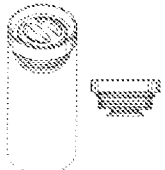
EXHIBIT A

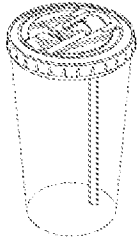
2020 PRODUCT ROAD MAP

- Gala – 16 oz ss vacuum tumblers
- h2go Easton – 20.9 oz ss vacuum bottles
- h2go Cable – 25 oz tritan bottles
- h2go Canter – 33.8 oz tritan bottles
- Kindle – 11 oz stoneware mugs
- Clay – 12 oz stoneware mugs
- Aura – 16 oz stoneware mugs
- Vance – 16 oz stoneware mugs
- Delmar – 15 oz stoneware mugs
- Luca – 12 oz stoneware mugs
- h2go lodge – 16.9 oz ss vacuum bottles
- Summit – 16.9 oz ss vacuum bottles
- Manhattan – 16.9 oz ss vacuum bottles
- h2go Vertex – 27 oz tritan bottles
- Iris – 12 oz stoneware mugs
- Logan – 14 oz stoneware mugs

EXHIBIT B

INTELLECTUAL PROPERTY ASSETS

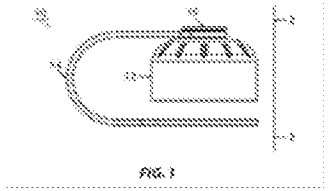
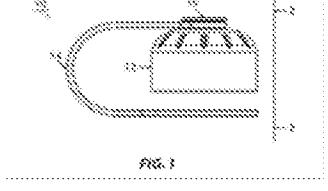
| Docket No. | Name | Serial No. | Filing Date | Patent No. | Owner Name |
|------------|---|------------|-------------|------------|-------------|
| 27855 | Beverage container  | 29/411,730 | 1/25/2012 | D674,242 | Sharon Eyal |
| | Lid for a beverage container  | 29/416,020 | 3/16/2012 | D691,416 | Sharon Eyal |
| | Lid for a beverage container  | 29/416,778 | 6/25/2013 | D684,813 | Sharon Eyal |

| Docket No. | Name | Serial No. | Filing Date | Patent No. | Owner Name |
|------------|--|------------|-------------|------------|-------------|
| | Tumbler lid and spout  | 29/400,779 | 9/1/2011 | D668,116 | Sharon Eyal |

| Trademark | Source | Application Number | Registration Number | Application Date | Owner Name |
|-----------|------------------------|--------------------|---------------------|------------------|--------------|
| H2GO | USPTO | 86958824 | 5064312 | 30-MAR-2016 | Eyal, Sharon |
| H2GO | USPTO | 78840441 | 3692615 | 17-MAR-2006 | Eyal, Sharon |
| H2GO | Brazil | 911289631 | 911289631 | 06-JUL-2016 | Sharon Eyal |
| H2GO | Israel | 296976 | | 11-JUL-2016 | Sharon Eyal |
| H2GO | United Arab Emirates | 307892 | 307892 | 13-MAR-2019 | Sharon Eyal |
| H2GO | India | 3388989 | | 29-JUN-2016 | Sharon Eyal |
| H2GO | South Korea | 40-2016-0012622 | 4012058780000 | 19-FEB-2016 | Eyal, Sharon |
| H2GO | International Register | | 1358305 | | Sharon Eyal |
| H2GO | International Register | | 1306922 | | Sharon Eyal |
| H2GO | International Register | | 1306179 | | Sharon Eyal |

EXHIBIT C

CALIDRATION RETAINED INTELLECTUAL PROPERTY

| Docket No. | Name | Serial No. | Filing Date | Patent No. |
|------------|---|------------|-------------|-------------------|
| 26058 | CAP HOLDER TETHER  | | | ZL 201621276842.0 |
| 27686 | BOTTLE CAP HOLDER  | 15/647,130 | 7/11/2017 | |

| Trademark | Country | Registration Number | Filing Date |
|-----------|----------------|---------------------|-------------|
| BHUG | US | 5,347,849 | 2/22/2017 |
| BHUG | MP/AUSTRALIA | 1361271 | 6/26/2017 |
| BHUG | MP/CHINA | 1361271 | 6/26/2017 |
| BHUG | MP/EUTM | 1361271 | 6/26/2017 |
| BHUG | MP/INDIA | 1361271 | 6/26/2017 |
| BHUG | MP/JAPAN | 1361271 | 6/26/2017 |
| BHUG | MP/SOUTH KOREA | 1361271 | 6/26/2017 |
| BHUG | MP/ISRAEL | 1361271 | 6/26/2017 |
| BHUG | MP/NEW ZEALAND | 1361271 | 6/26/2017 |
| BHUG | MP/PHILIPPINES | 1361271 | 6/26/2017 |
| BHUG | MP/RUSSIA | 1361271 | 6/26/2017 |
| BHUG | MP/VIETNAM | 1361271 | 6/26/2017 |
| BHUG | BRAZIL | 913161330 | 8/4/2017 |
| BHUG | CANADA | 1361271 | 6/26/2017 |
| BHUG | INDONESIA | 1361271 | 6/26/2017 |