

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610977

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Anthony Michelutti | | 09/03/2020 | INDIVIDUAL: AUSTRALIA |
| RECEIVING PARTY DATA | | | |
| Name: | Aqualove Water Pty Ltd | | |
| Street Address: | 19A Boundary Street, Suite 308 | | |
| City: | Darlington, New South Wales | | |
| State/Country: | AUSTRALIA | | |
| Postal Code: | 2010 | | |
| Entity Type: | Proprietary Limited Company: AUSTRALIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88671548 | AQUALOVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7144277799 | | |
| <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: | 714-427-7000 | | |
| Email: | ipocdocket@swlaw.com | | |
| Correspondent Name: | SNELL & WILMER LLP | | |
| Address Line 1: | 600 ANTON BOULEVARD, SUITE 1400 | | |
| Address Line 4: | COSTA MESA, CALIFORNIA 92626 | | |
| NAME OF SUBMITTER: | Dwight Y. Kim | | |
| SIGNATURE: | /Dwight Y. Kim/ | | |
| DATE SIGNED: | 11/25/2020 | | |
| Total Attachments: 7 | | | |
| source=80971-00002 Trademark Assignment.docx 4829-2693-2682_2#page1.tif | | | |
| source=80971-00002 Trademark Assignment.docx 4829-2693-2682_2#page2.tif | | | |
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| source=80971-00002 Trademark Assignment.docx 4829-2693-2682_2#page6.tif | | | |

CH \$40.00 88671548

Assignment of Intellectual Property Deed



1300 337 997
<https://openlegal.com.au>

OpenLegal Pty Ltd ACN 632574979
162 Redfern Street, Redfern 2016, NSW

TRADEMARK
REEL: 007110 FRAME: 0781

ASSIGNMENT OF INTELLECTUAL PROPERTY DEED

This Deed assigns intellectual property from one person or company to another person or company. The first part of the deed is the Contract Details, which is followed by the Legal Terms.

CONTRACT DETAILS

Parties

Anthony Michelutti of 9 Lindsay Street, Panania, New South Wales, 2213 (**Assignor**);
0405 474 000, aqualove@bigpond.com

AND

Aqualove Water Pty Ltd, 34 604 553 522, Suite 308, 19A Boundary Street, Darlinghurst, New South Wales, 2010 (**Assignee**);

0403534856, ricky.h@aqualovewater.com

Deed Summary

- A. **Assigned IP** means USPTO Trademark "Aqualove" with serial number 88671548
- B. **Assignment Date** means 6 July 2020
- C. **Assignment Fee** means the Minimum Royalty as defined in the USPTO Patent No 8,893,924 B2 Licence Agreement (SCHEDULE 9) executed by the parties in July 2020.

LEGAL TERMS

1. Assignment

1.1. The Assignor assigns to the Assignee:

- (a) all existing and, as it is created, future Intellectual Property Rights in the Assigned IP, as and from the Assignment Date, regardless of any deficient action, omission or actual or potential invalidity in any aspect of this deed including all right, title and interest in and to the trademark AQUALOVE and all similar marks (including service marks, designs, and logos) and variants thereof, worldwide, whether registered or

unregistered, along with goodwill thereof, owned by Assignor or any entities related to Assignor; and

- (b) the right to take legal action, seek injunctive relief or to recover damages for any infringement of any Intellectual Property Rights in the Assigned IP occurring prior to or after the date of this deed.

1.2. The Assignor, subject to clauses 2 and 3 in this deed:

- (a) agrees to transfer to the Assignee any Intellectual Property Rights in the Assigned IP that have not been fully assigned in accordance with this deed or which later come within their possession, ownership or control (even if after the date of this deed);
- (b) waives all moral rights (as defined in the Copyright Act 1968 (Cth)) that the Assignor might have in the Assigned IP. The Assignee may modify the Assigned IP as they see fit

1.3. In this deed, Intellectual Property Rights means all present and future rights, titles and interests in and to inventions, know-how, patents, registered and unregistered trademarks, service marks, registered and unregistered designs, copyrights, circuit layouts, domain names, internet addresses, computer programs, confidential information, trade secrets, trade or business names and brand names.

2. Payment

- 2.1.** The Assignee must pay the Assignment Fee, in full, to the Assignor within 40 months of execution of this deed. This is an essential term of this deed.
- 2.2.** In the event, the Assignee does not pay the Assignment Fee in full within 40 months, the legal interest in the Assigned IP reverts back to the Assignor and the Assignee agrees to hold the Assigned IP on trust for the Assignor until it does all things necessary to assign the Assigned IP back to the Assignor.

3. Warranties

- 3.1.** The Assignor warrants that, as far as it is aware, no person has any Intellectual Property Rights or other rights or claims in relation to the Assigned IP other than as provided for in this deed.
- 3.2.** The Assignor confirms that, aside from the Assignment Fee (if any), it is not entitled to any compensation or other consideration for any of the assignments, other dispositions or transactions contemplated by this deed, nor will they seek such compensation or consideration.

- 3.3. The Assignee warrants that if it does not pay the Assignment Fee in accordance with clause 2.1 of this deed, that it will take all necessary steps to assign the Assigned IP back to the Assignor within 14 days of non-compliance with clause 2 in this Agreement.
- 3.4. The Assignor warrants that he will not make a claim that he is employed by or represents Aqualove Pty Ltd.

4. Indemnities

The parties indemnify each other against any loss, liability, cost or expense that either party incurs as a result of a defaulting party breaching any term of this Agreement or the USPTO Patent No 8,893,924 B2 Licence Agreement executed by the parties in May 2020.

5. Goods and services tax

- 5.1. In this clause:
- 5.2. Unless GST is expressly included, the consideration to be paid or provided under any other clause of this deed for any supply made or in connection with this deed does not include GST.
 - (a) GST means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended (GST Act) or any replacement or other relevant legislation and regulations;
 - (b) words or expressions used in this clause which have a particular meaning in GST law (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires; and
 - (c) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- 5.3. To the extent that any supply made under or in connection with this deed is a taxable supply, the GST exclusive consideration, otherwise to be paid or provided for that taxable supply, is increased by the amount of GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided. A party's right to payment under this clause is subject to a valid tax invoice being delivered to the recipient of the taxable supply.


6. General

- 6.1. Neither party to this deed may novate, assign or subcontract this deed or any of their obligations under this deed without the prior written consent of the other party.
- 6.2. If anything in this deed is unenforceable, illegal or void then it is severed and the rest of this deed remains in force.
- 6.3. This deed is the entire agreement and understanding between the parties on everything connected with the subject matter of this deed. This deed supersedes any prior agreement or understanding on anything connected with that subject matter.
- 6.4. Each party has entered into this deed without relying on any representation by any other party or any person purporting to represent that party.
- 6.5. An amendment or variation to this deed is not effective unless it is in writing and signed by the parties
- 6.6. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing.
- 6.7. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- 6.8. No party has any power or authority to act for or to assume any obligation or responsibility on behalf of another party, to bind another party to any agreement, negotiate or enter into any binding relationship for or on behalf of another party or pledge the credit of another party except as specifically provided in this deed or by express agreement between the parties.
- 6.9. All notices may be sent either by personal delivery or by pre-paid mail to the last known address of the other. Notices sent by mail are deemed to be received when delivered in the ordinary course of the post.
- 6.10. This deed is properly executed when a party executes either this deed or an identical counterpart. This deed is binding on the parties on the exchange of counterparts.
- 6.11. The laws of New South Wales govern this deed.
- 6.12. Reference to:
 - (a) the singular includes the plural and visa versa;

- (b) a person includes a body corporate
 - (c) the party includes the party's executors, administrators, successors and permitted assigns;
 - (d) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes all amended or re-enacted Statutory Provisions from time to time, all replacement Statutory Provisions and any other statutory instruments made or issued under that Statutory Provision; and
 - (e) money is to Australian dollars, unless otherwise stated.
- 6.13.** Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 6.14.** Headings do not form part of this deed, however the Contract Details do form part of this deed.
- 6.15.** A provision of this deed must not be construed to the disadvantage of a party merely because that party prepared or drafted the deed.
- 6.16.** If an act must be done on a specific day which is a Saturday, Sunday or any other day which is a public or bank holiday, then it must be done instead on the next business day.
- 6.17.** If a party consists of more than 1 person, this Deed binds each of them separately and any 2 or more of them jointly.
- 6.18.** An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- 6.19.** A party which is a trustee is bound both personally and in its capacity as a trustee.

Executed by **Aqualove Water Pty Ltd**, in accordance with section 127 of the Corporations Act 2001 (Cth):

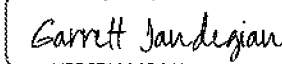
Executed as an agreement

DocuSigned by:

6A4371C2A27749C...

Director/Company Secretary

Ricky Herbert

Name of Director/Company Secretary

DocuSigned by:

44BD5EA3CCDC4A1...

Witness

Garrett Jandegian

Name of Witness


DocuSigned by:

44BD5EA3CCDC4A1...

Director/Company Secretary

Garrett Jandegian

Name of Director/Company Secretary

DocuSigned by:

6A4371C2A27749C...

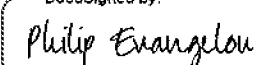
Witness

Ricky Herbert

Name of Witness

Executed as a Deed in July 2020

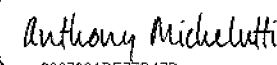
Executed by Anthony Michelutti in the presence of:

DocuSigned by:

637BCEB2A980413...

Signature of Witness

9/4/2020

Name of Witness

DocuSigned by:

9267091DE77D47B...

Signature of Anthony Michelutti

9/3/2020

Date