

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LunchBots, Inc.		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	O2Cool, LLC		
Street Address:	300 South Riverside Plaza		
Internal Address:	Suite 2300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4695421	BOTS	
Registration Number:	5200355	BOTS	
Registration Number:	3659278	LUNCHBOTS	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314-552-6380		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Hadi Al-Shathir		
Address Line 1:	Thompson Coburn LLP		
Address Line 2:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	58607-205780		
NAME OF SUBMITTER:	Hadi Al-Shathir		
SIGNATURE:	/Hadi Al-Shathir/		
DATE SIGNED:	01/05/2021		
Total Attachments: 8			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is dated as of December 31, 2020, by and between LunchBots, Inc., a Delaware corporation having its principal place of business at 555 Bryant Street, Suite 214, Palo Alto, California 94301 (“Assignor”), and O2Cool, LLC, a Delaware limited liability company having its principal place of business at 300 South Riverside Plaza, Suite 2300, Chicago, IL 60606 (“Assignee”). Assignor and Assignee are referred to herein each as a “Party” and collectively as the “Parties”. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the Parties have executed that certain Asset Purchase Agreement, dated the date hereof (the “Purchase Agreement”), by and among Assignor, Assignee and, for purposes of Section 5.4 thereof, Jacqueline Linder and Benjamin Linder, pursuant to which, among other things, Assignee shall purchase from Assignor, and Assignor shall sell, convey, assign, transfer and deliver to Assignee, the Acquired Assets, including, without limitation the Marks (as defined below), upon the terms and conditions specified in the Purchase Agreement;

WHEREAS, Assignor is the owner of certain trademarks related to the Business, including but not necessarily limited to those listed on Schedule 1 attached hereto and including without limitation all unregistered and common law rights in such trademarks and any registration and application therefor (collectively, the “Marks”); and

WHEREAS, in connection with and pursuant to the Purchase Agreement, (1) Assignor wishes to assign and transfer all rights in the Marks to Assignee, and any application and registration therefor, together with all common law rights associated with the Marks and the goodwill associated therewith, and (2) Assignee wishes to acquire all rights in the Marks from Assignor and any application and registration therefor, together with all common law rights associated with the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment**. Assignor, in accordance with and subject to the Purchase Agreement, hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Marks, including without limitation any application or registration therefor and any rights in the Marks existing at common law in any jurisdiction, and any trade name, business name or domain name incorporating the Marks, and any other rights Assignor may have in the Marks, together with the goodwill associated therewith, and together with all causes of action for the infringement of the Marks.

2. **Purchase Agreement Controls**. This Agreement is entered into pursuant to and is subject to all of the terms of the Purchase Agreement, and nothing herein shall be deemed to modify any of the representations, covenants, agreements, warranties and obligations of the Parties thereunder. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Agreement and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

3. **Further Assurances.** Each of the Parties agrees to execute and deliver such other instruments or documents and take such other actions as shall be reasonably necessary to carry out the purposes and intent of this Agreement, including the recordation and registration of this Agreement with the United States Patent and Trademark Office.

4. **Jurisdiction and Governing Law.** This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws. Each party hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts located in Wilmington, Delaware, in respect of any claim relating to the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, or otherwise in respect of the transactions contemplated hereby and thereby, and hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding in which any such claim is made that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts.

5. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law or rule in any jurisdiction, in any respect, such invalidity shall not affect the validity, legality and enforceability of any other provision or any other jurisdiction and, the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, all of which shall remain in full force and effect, and the affected term or provision shall be modified to the minimum extent permitted by law so as to achieve most fully the intention of this Agreement.

6. **Headings.** The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Assignor, without the prior written consent of Assignee, and neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Assignee without the prior written consent of Assignor; provided further that Assignee may assign its rights under this Agreement to (a) any Affiliate of Assignee, (b) any purchaser of all or substantially all of the assets of Assignee or (c) to lenders of Assignee as collateral security for borrowings, at any time whether prior to or following the Closing Date; and in each such case Assignee will nonetheless remain liable for all of its obligations hereunder.

8. **Counterparts.** This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivery by electronic transmission in portable document format (pdf)), each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when

one or more counterparts have been signed by each of the parties hereto and delivered to the other (including by facsimile or electronic mail transmission).

9. **Amendment and Waiver.** This Agreement may be amended, or any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding on a party hereto only if such amendment or waiver is set forth in a writing executed by such party. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement as of the date set forth above.

ASSIGNOR:

LUNCHBOTS, INC.

By: *Jacqueline Linder*
Name: Jacqueline Linder
Title: Authorized Representative

ASSIGNEE:

O2COOL, LLC

By: _____
Name: Eric Lockwood
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement as of the date set forth above.

ASSIGNOR:

LUNCHBOTS, INC.

By: _____
Name: Jacqueline Linder
Title: Authorized Representative

ASSIGNEE:


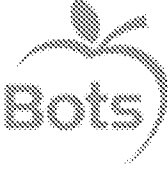
O2COOL, LLC

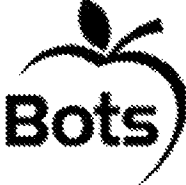
By:  _____
Name: Eric Lockwood
Title: Chief Executive Officer



[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007155 FRAME: 0230

SCHEDULE 1

TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services
<p align="center"><u>BOTS</u> RN: 4695421 SN: 86335566</p>	<p align="center">UNITED STATES Registered, March 3, 2015 Int'l Class: 21 First Use: June 1, 2009 Filed: July 12, 2014 Registered: March 3, 2015</p>	<p align="center">(Int'l Class: 21) containers for household use, namely, containers for food, thermal containers for food, reusable water bottles sold empty</p>
<p><u>BOTS and Design</u></p>  <p>RN: 5200355 SN: 86443348</p>	<p align="center">UNITED STATES Registered, May 9, 2017 Int'l Class: 21 First Use: April 1, 2015 Filed: November 3, 2014 Registered: May 9, 2017</p>	<p align="center">(Int'l Class: 21) containers for household use, namely, containers for food, thermal containers for food; portable beverage container holder; reusable water bottles sold empty; covers for food containers, namely, reusable lids for household use for bowls, cups, containers and the storage of food; dishes; lunch bags not of paper; silicone muffin cups</p>
<p><u>LUNCHBOTS</u> RN: 3659278 SN: 77579093</p>	<p align="center">UNITED STATES Renewed, July 21, 2019 Int'l Class: 21 First Use: January 1, 2009 Filed: September 25, 2008 Registered: July 21, 2009 Last Renewal: July 21, 2019</p>	<p align="center">(Int'l Class: 21) household containers for foods</p>
<p><u>BOTS and Design</u></p>  <p>RN: TMA937715 AN: 1700957</p>	<p align="center">CANADA Registered Last Status Received: Registered, May 12, 2016 Office Status: Registered Filed: November 3, 2014 Registered: May 12, 2016 Expiration Date: May 12, 2031</p>	<p align="center">(Int'l Class: 8, 16, 21) Goods: (1) Containers for household use, namely containers for food, thermal containers for food, reusable water bottles; covers for food containers; cutlery; dishes; lunch bags; muffin cups.</p>

TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services
<u>LUNCHBOTS</u> RN: TMA816391 AN: 1473397	CANADA Registered Last Status Received: Registered, January 30, 2012 Office Status: Registered Filed: March 16, 2010 Registered: January 30, 2012 Expiration Date: January 30, 2027	(Int'l Class: 21) Goods: (1) Lunch and snack containers.
<u>Bots and Design</u>  RN: 1255291	INTERNATIONAL REGISTRATION Last Status Received: Registered, May 12, 2016 Registered: May 1, 2015 Expiration Date: May 1, 2025	(Int'l Class: 21) Containers for household use, namely, containers for food, thermal containers for food; portable beverage container holder; reusable water bottles sold empty; covers for food containers, namely, reusable lids for household use for bowls, cups, containers and the storage of food; dishes; lunch bags not of paper; silicone muffin cups.
<u>LUNCHBOTS</u> RN: 009870338 AN: 009870338	EUROPEAN UNION Registered Last Status Received: Registered, August 22, 2011 Filed: April 6, 2011 Registered: August 18, 2011 Expiration Date: April 6, 2021	(Int'l Class: 06) Closures of metal for containers; containers of metal [storage, transport]; packaging containers of metal. (Int'l Class: 20) Closures, not of metal, for containers; containers, not of metal [storage, transport]; packaging containers not of metal. (Int'l Class: 21) Household or kitchen utensils and containers; heat-insulated containers; thermally insulated containers for food; containers for foods; lunchboxes.

TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services
<p><u>BOTS and Design</u></p>  <p>AN: 1706006 Disclaimer: Mark Description: The mark consists of the word "Bots" with a highly stylized apple design that partially surrounds the literal portion of the mark.</p>	<p>AUSTRALIA Cancelled Last Status Received: Cancelled Office Status: Not Protected: Not accepted Filed: May 1, 2015 Int'l Reg Date: May 1, 2015</p>	<p>(Int'l Class: 21) Containers for household use, namely, containers for food, thermal containers for food; portable beverage container holder; reusable water bottles sold empty; covers for food containers, namely, reusable lids for household use for bowls, cups, containers and the storage of food; dishes; lunch bags not of paper; silicone muffin cups</p>
<p><u>LUNCHBOTS</u> RN: 1645438 AN: 1645438</p>	<p>AUSTRALIA Registered Last Status Received: Registered Office Status: Registered: Registered/protected Filed: September 5, 2014 Registered: September 5, 2014 Expiration Date: September 5, 2024</p>	<p>(Int'l Class: 21) Household or kitchen utensils and containers including household containers for food, thermal containers for food, reusable water bottles, insulated bags for food; tableware; kitchenware</p>
<p>LUNCHBOTS TM2020216644</p>	<p>CHINA</p>	
 <p>TM2020216643</p>	<p>CHINA</p>	