

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM655549

<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>
Innovative Waters, LLC		06/18/2021	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AquaPhoenix Scientific, Inc.		
<b>Street Address:</b>	860 Gitts Road		
<b>City:</b>	Hanover		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17331		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6128813	MODEM MILLIE	
<b>Registration Number:</b>	6128814	BOBALERT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7172914660		
<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>	717-299-5201		
<b>Email:</b>	ipdocket@barley.com		
<b>Correspondent Name:</b>	SCOTT F. LANDIS		
<b>Address Line 1:</b>	126 EAST KING STREET		
<b>Address Line 4:</b>	LANCASTER, PENNSYLVANIA 17602		
<b>ATTORNEY DOCKET NUMBER:</b>	49952-34		
<b>NAME OF SUBMITTER:</b>	SCOTT F. LANDIS		
<b>SIGNATURE:</b>	/scott f. landis/		
<b>DATE SIGNED:</b>	06/23/2021		
<b>Total Attachments: 4</b>			
source=EXECUTED Trademark Assignment from Innovative Waters LLC to AquaPhoenix Scientific Inc_#page1.tif			
source=EXECUTED Trademark Assignment from Innovative Waters LLC to AquaPhoenix Scientific Inc_#page2.tif			
source=EXECUTED Trademark Assignment from Innovative Waters LLC to AquaPhoenix Scientific Inc_#page3.tif			

OP \$65.00 6128813



ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (“**Assignment**”) is made as of June 18, 2021, by and between INNOVATIVE WATERS, LLC, a Wisconsin limited liability company (“**Assignor**”), and AQUAPHOENIX SCIENTIFIC, INC., a Pennsylvania corporation (“**Assignee**”), and the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement between Assignee, Assignor and Chris Nicaise, an adult individual and the sole member of Assignor of even date herewith (the “**Asset Purchase Agreement**”).

RECITALS:

A. Under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment.

B. Assignor is the owner of certain intellectual property (the “**Intellectual Property**”), as more fully identified on Schedule A attached hereto, and

C. Assignor has elected to transfer all of its right, title, and interest in and to the Intellectual Property to Assignee.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms and conditions set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee the entire right, title, and interest in and to the Intellectual Property, together with (i) the goodwill of the business symbolized by any Intellectual Property; (ii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to such Intellectual Property; and (iii) and all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation of the Intellectual Property, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives.

Assignor hereby warrants and represents to Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Assignment, Assignor is the sole and lawful owner of the entire unencumbered, right, title, and interest in and to the Intellectual Property; that Assignor has the full right and lawful authority to sell and convey the same to Assignee as set forth herein; and that no other party has been granted any rights in the Intellectual Property by Assignor.

Assignor agrees that it shall execute and/or deliver any additional instrument, and shall take any additional steps, reasonably requested by Assignee in order to effect, evidence, perfect, or enforce Assignee’s rights in and to the Intellectual Property.

The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

This Assignment is made and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania exclusive of any conflicts of law principle that would apply the law of another jurisdiction.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the day and year first above written.

INNOVATIVE WATERS, LLC  
("Assignor")

By: C. Nicaise  
Name: Chris Nicaise  
Title: Sole Member

AQUAPHOENIX SCIENTIFIC, INC.  
("Assignee")

By: Frank Lecrone  
Name: Frank Lecrone  
Title: President

[Signature Page to Assignment of Intellectual Property Agreement]

**SCHEDULE A**

<b>TRADEMARK</b>	<b>FILING DATE</b>	<b>SERIAL NUMBER</b>	<b>REG. DATE</b>	<b>REG. NUMBER</b>
MODEM MILLIE	Dec. 30, 2019	88742490	Aug. 18, 2020	6,128,813
BOBALERT	Dec. 30, 2019	88742492	Aug. 18, 2020	6,128,814