

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AeroPress, Inc.		08/03/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AeroPress, Inc.		
Street Address:	1121 San Antonio Road, Suite B101		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3225932	AEROPRESS	
CORRESPONDENCE DATA			
Fax Number:	4155760300		
<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:	4155760200		
Email:	vcordial@kilpatricktownsend.com		
Correspondent Name:	Margaret C. McHugh		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	Two Embarcadero Center, Suite 1900		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Vivian Cordial		
SIGNATURE:	/Vivian Cordial/		
DATE SIGNED:	08/24/2021		
Total Attachments: 9			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is dated August 3, 2021

BY:

AEROPRESS, INC., a corporation incorporated under the laws of California, having an address of 1121 San Antonio Road, Suite B101, Palo Alto, California 94303

(the "Seller")

IN FAVOUR OF:

AEROPRESS, INC., a corporation incorporated under the laws of Delaware, having an address of 1121 San Antonio Road, Suite B101, Palo Alto, California 94303

(the "Buyer")

WHEREAS:

- A. The Buyer and the Seller, among others, entered into an asset purchase agreement dated as of July 20, 2021 (the "Purchase Agreement") pursuant to which the Buyer agreed to purchase from the Seller, and the Seller agreed to sell to the Buyer, the Assets (including the Trademarks); and
- B. Pursuant to and in accordance with the Purchase Agreement, the Seller has agreed to execute and deliver this Assignment in favour of the Buyer in order to effect the conveyance by the Seller to the Buyer of all of the Seller's right, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration of the payment by the Buyer to the Seller of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller covenants and agrees as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

All capitalized terms used herein but not defined herein have the meanings ascribed to them in the Purchase Agreement.

1.2 Interpretation Not Affected by Headings

The division of this Assignment into recitals, articles, sections, subsections, paragraphs and clauses, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation of this Assignment.

1.3 Number, Gender and Other Terms

In this Assignment, unless the context otherwise requires, (a) any reference to gender will include both genders and the neutral gender "it", (b) words importing the singular number will include the plural and *vice versa*, (c) "or" will not be exclusive, (d) "including" will not be limiting whether or not non-limiting language (such as "without limitation") is used with reference thereto and (e) the words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Assignment as a whole and not to any particular portion of it.

1.4 Governing Law

This Bill of Sale will be governed by and construed, interpreted and enforced in accordance with the laws of California and the federal laws of the United States applicable therein (without reference to conflicts of laws principles).

ARTICLE 2 ASSIGNMENT

2.1 Assignment

The Seller hereby sells, assigns, transfers, delivers and conveys unto the Buyer, absolutely, all of the Seller's right, title and interest in the trademarks and trademark applications set forth on Schedule "A" hereto (the "Trademarks"), including (a) all goodwill associated with the Trademarks, (b) all income, royalties and damages due or payable with respect to the Trademarks, (c) the right to file further applications in any jurisdiction with respect to the Trademarks and to receive registrations therefor and (d) the right to sue third parties for all past, present and future infringement of the Trademarks and any income, royalties or damages due or payable with respect to the Trademarks.

2.2 Power of Attorney

In the event that the Seller fails or is unable to take any action required pursuant to Section 3.1 hereof, the Seller hereby constitutes and appoints any director or officer of the Buyer as the true and lawful attorney of the Seller, for and in the name or otherwise on behalf of the Seller, with full power of substitution, to do and execute all acts, deeds and assurances to give effect to the conveyance and assurance of the Trademarks unto the Buyer in the manner herein provided in accordance with the intent and meaning of

this Assignment. Said power of attorney coupled with the Buyer's interest will not be revoked by the dissolution of the Seller or otherwise be revocable.

ARTICLE 3 GENERAL PROVISIONS

3.1 Further Assurances

The Seller covenants and agrees that, at any time and from time to time, the Seller will, at the Buyer's expense and upon the request of the Buyer, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required for the better carrying out and performance of all the terms of this Assignment.

3.2 Amendment

No modification or amendment to this Assignment may be made unless agreed to by the Buyer and the Seller in writing.

3.3 Enurement

This Assignment will be binding upon and enure to the benefit of the Seller and the Buyer and their respective successors and assigns.

3.4 Execution and Delivery

An electronically or digitally signed copy of this Assignment using DocuSign or any other electronic or digital form of execution will have the same force and effect as a manually signed copy of this Assignment. Delivery of an executed copy of this Assignment by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of an originally or manually executed copy.

[Signature page follows]

IN WITNESS WHEREOF, the Seller has duly executed this Assignment as of the day and year first written above.

AEROPRESS, INC.
a California corporation

Per: Alan Adler
Authorized Signatory

Schedule "A"
Trademarks

See attached.

Country	Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date	Class/Description
Australia	AEROPRESS	Registered	1512754/(R112 6197) Jul 3, 2012	1126197 Jul 3, 2012	21 Non-electric coffee makers.
Belarus	AEROPRESS	Pending	(IR1126197) Jul 3, 2012		21 Non-electric coffee makers.
Brazil	AEROPRESS	Published	921730390 Jan 5, 2021		21 Kitchenware; cookware; tableware, other than knives, forks and spoons; non-electric coffee making equipment and components thereof and replacement parts thereof.
Canada	AEROPRESS	Registered	1886561 Mar 7, 2018	TMA1075634 Mar 20, 2020	21 Non-electric coffee makers.
Chile	AEROPRESS	Registered	891289 Jan 12, 2010	888849 Jul 1, 2010	21 Household or kitchen utensils and containers (not of precious metals or coated therewith); combs and sponges; brushes (except paint brushes); brush- making materials; articles for cleaning purposes manually activated; iron shaving; unworked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware.
China	AEROPRESS	Registered	5585155 Sep 4, 2006	5585155 Sep 14, 2009	21 Non-electric coffee makers; coffee grinders, hand-operated; coffee services, not of precious metal; coffee filters, non-electric; coffee percolators, non electric.
China	AEROPRESS (in Chinese characters) 爱乐压	Registered	9351703 Apr 18, 2011	9351703 Jun 21, 2012	11 Coffee roasters; cooking apparatus and installations; coffee filters, electric; coffee percolators, electric; coffee machines, electric.

Country	Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date	Class/Description
China	AEROPRESS IN CHINESE CHARACTERS 爱乐压	Registered	9351704 Apr 18, 2011	9351704 Apr 28, 2012	21 Non-electric coffee-makers; coffee grinders, hand-operated; coffee services, not of precious metal; coffee filters, non-electric; coffee percolators, non-electric; containers for household or kitchen use; glass flasks [containers]; kitchen utensils.
European Union	AEROPRESS	Registered	004992921 Apr 3, 2006	4992921 Jun 8, 2007	21 Non-electric coffee makers.
India	AEROPRESS	Pending	4809781 Jan 6, 2021		21 Kitchenware, cookware, and tableware.
Indonesia	AEROPRESS	Pending	(IR1126197) Jul 3, 2012		21 Non-electric coffee makers.
International Bureau (WIPO)	AEROPRESS	Registered	1126197 Jul 3, 2012	1126197 Jul 3, 2012	21 Non-electric coffee makers.
Japan	AEROPRESS	Registered	2006031313 Apr 6, 2006	4987651 Sep 15, 2006	21 Coffee makers (non-electric, not of precious metal).
Mexico	AEROPRESS	Pending	(IR1126197) Jul 3, 2012		21 Non-electric coffee makers.
Norway	AEROPRESS	Pending	(IR1126197) Jul 3, 2012		21 Non-electric coffee makers.
Philippines	AEROPRESS	Registered	42017503731 Sep 25, 2017	420170050373 1 Mar 15, 2018	21 Non-electric coffee makers.
Republic of Korea	AEROPRESS	Registered	(IR1126197) Jul 3, 2012	1126197 Jun 7, 2013	21 Non-electric coffee makers.
Russian Federation	AEROPRESS	Registered	(IR1126197) Jul 3, 2012	1126197 Jul 3, 2012	21 Non-electric coffee makers.

Country	Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date	Class/Description
South Africa	AEROPRESS	Pending	17031418 Oct 27, 2017		21 Household or kitchen utensils and containers; (not of precious metal or coated therewith); coffee making machines (non-electric), non-electrical coffee makers and percolators; parts and components for all the aforementioned goods; glassware, porcelain and earthenware not included in other classes.
Thailand	AEROPRESS	Pending	(IR)1126197 Jul 3, 2012		21 Non-electric coffee makers.
United Kingdom	AEROPRESS	Registered	004992921 Apr 3, 2006	UK0094992921 Jun 8, 2007	21 Non-electric coffee makers.
United States of America	AEROPRESS	Registered	78706338 Sep 2, 2005	3225932 Apr 3, 2007	21 Non-electric coffee makers.

**CERTIFICATE OF ACKNOWLEDGMENT OF
NOTARY PUBLIC**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SANTA CLARA)

On this 29th day of July, 2021, before me, DEREK A. SETTLE, NOTARY PUBLIC, personally appeared ALAN ADLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Derek A. Settle
 Signature of Notary (Seal)

Optional Information

Capacity of Signer(s)	
_____ Individual	_____ Attorney(s) in Fact
_____ Corporate Officers	_____ Trustee(s)
Title: _____	_____ Guardian(s)/Conservators
_____ Limited Partner(s)	_____ Other: _____
_____ General Partner(s)	_____
Signer(s) is/are Representing _____	_____