

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coolsystems, Inc.		06/09/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Avent, Inc.		
Street Address:	5405 Windward Parkway		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4436870	ACCEL	
Registration Number:	4195260	ATX	
Registration Number:	2944114	COOLSYSTEMS	
Registration Number:	3036107	GAME READY	
Registration Number:	2753866	GAME READY	
Registration Number:	4127605	GR	
Registration Number:	4276215	GRPRO	
Registration Number:	5470017	MED4 ELITE	
Serial Number:	87604991	RAPID CHANGEOVER TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4042287439		
Email:	abates@bates-bates.com, ckoerner@bates-bates.com		
Correspondent Name:	Andrea Bates		
Address Line 1:	1890 Marietta Blvd., NW		
Address Line 4:	Atlanta, GEORGIA 30318		
NAME OF SUBMITTER:	Andrea E. Bates		

OP \$240.00 4436870

SIGNATURE:	/Andrea E. Bates/
DATE SIGNED:	06/10/2022
Total Attachments: 13 source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page1.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page2.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page3.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page4.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page5.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page6.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page7.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page8.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page9.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page10.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page11.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page12.tif source=IP Assignment CoolSystems-Avent FINAL_MG Signed_06.09.2022[1]_Redacted#page13.tif	

Intellectual Property Assets Assignment Agreement

This Intellectual Property Assets Assignment (hereinafter referred to as the "Assignment") is entered into and made effective as of the date of the last entered signature below (the "Effective Date") by and between Coolsystems, Inc., a corporation incorporated under the laws of California (the "Assignor") and Avent, Inc., a corporation incorporated under the laws of Delaware (the "Assignee"). The Assignor and the Assignee are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS the Assignor is the sole and rightful owner of certain patent and trademark rights and assets (collectively referred to as the "IP Assets") set forth in Exhibit A attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the IP Assets; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby immediately and permanently sell, assign, transfer and set over to Assignee 100% of its right, title, and interest in the IP Assets including any and all good will associated therewith to Assignee for the entire term thereof and any reissues or extensions and for the entire terms of any continuations, divisionals, reissues or extensions that may issue from United States or foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the IP Assets. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

The Assignor authorizes United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the IP Assets set forth in Exhibit A to Assignee as the recipient of Assignor's right, title, and interest therein.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the intellectual property rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the IP Assets and any and all applications and registrations for the invention in any and all countries.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title, and interest in the IP Assets, that the IP Assets have not been previously pledged, assigned, or encumbered, and that this Assignment does not infringe on the rights of any person.

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3. GOVERNING LAW.

This Assignment is governed by and is to be construed in accordance with the laws of the State of Delaware.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

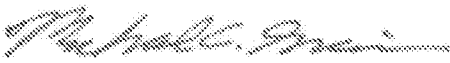
If one or more provisions of this Assignment are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. If the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

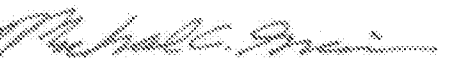
ASSIGNOR:

By:  Date: 06.09.2022

Name: Michael Greiner

Title: SVP & Chief Financial Officer

ASSIGNEE:

By:  Date: 06.09.2022

Name: Michael Greiner

Title: SVP & Chief Financial Officer

Foreign Patents & Patent Applications

Patent/Publication Number	Application Number	Title	Inventors	Country
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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TRADEMARKS

Trademark	Country	Trademark Status	Application No	Application Date	Registration No	Registration Date	Int. Classes
ACCEL	USA	Registered	85234115	Feb 4 2011	4436870	Nov 19 2013	10
ATX	USA	Registered	85155177	Oct 18 2010	4195260	Aug 21 2012	10
COOLSYSTEMS	USA	Registered	75531835	Aug 6 1998	2944114	Apr 26 2005	10
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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GAME READY	USA	Registered	76267078	Jun 5 2001	3036107	Dec 27 2005	25
GAME READY	USA	Registered	76267079	Jun 5 2001	2753866	Aug 19 2003	10
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GR	USA	Registered	85155153	Oct 18 2010	4127605	Apr 17 2012	10

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GRPRO	USA	Registered	85155160	Oct 18 2010	4276215	Jan 15 2013	10
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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MED4 ELITE	USA	Registered	86688960	Jul 9 2015	5470017	May 15 2018	10
RAPID CHANGEOVER TECHNOLOGY	USA	Abandoned	87604991	Sep 12 2017			10