

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dripkit, Inc.		02/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NuZee, Inc.		
Street Address:	2865 Scott Street, Suite 107		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87839476	DRIPKIT	
CORRESPONDENCE DATA			
Fax Number:	3142311776		
<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:	3148898000		
Email:	uspt@polsinelli.com, jdesilva@polsinelli.com		
Correspondent Name:	Laila S. Wolfgram		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		
ATTORNEY DOCKET NUMBER:	104455710973		
NAME OF SUBMITTER:	Laila S. Wolfgram		
SIGNATURE:	/Laila S. Wolfgram/		
DATE SIGNED:	07/28/2022		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**Assignment Agreement**”), dated as of February 25, 2022 (the “**Effective Date**”), is by and between Dripkit, Inc., a Delaware corporation (the “**Assignor**”) and NuZee, Inc., a Nevada corporation (the “**Assignee**”).

WHEREAS, in connection with the Asset Purchase Agreement dated as of February 21, 2022 by and among, inter alia, Assignor and Assignee (the “**Purchase Agreement**”) the Assignor wishes to assign and transfer to the Assignee the Intellectual Property Assets (as defined in the Purchase Agreement);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the parties hereto agree as follows:

1. Assignment of Intellectual Property. Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all right, title, and interest, whether or not now existing, in and to the Intellectual Property Assets, including, without limitation, the Patent Rights, Marks, Copyrights and Domain Names described individually and further assigned by the following specific provisions and accompanying Schedules 1 through 4 of this Assignment Agreement. Capitalized terms used in this Assignment Agreement that are not defined in this Assignment Agreement shall have the meaning assigned in the Purchase Agreement.

2. Patents and Patent Applications. Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all right, title, and interest (whether or not now existing) in and to all of the following as listed in the Schedule 1 (collectively, the “**Patent Rights**”), including the right to sue for any past infringement thereof:

(a) the provisional patent applications, patent applications and patents of the Assignor (the “**Patents**”);

(b) all patents and patent applications to which any of the Patents directly or indirectly (i) claims priority or (ii) forms a basis for priority;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of items in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to items in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing categories (b) through (d), whether or not expressly listed as Patents on attached Schedule 1 and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) all inventions, invention disclosures, and discoveries described in the Patents or in items in any of the foregoing categories (b) through (e) that (i) are included in any claim in the Patents or an item in any of the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents or an item in any of the foregoing categories (b) through (e), or (iii) could have been included as a claim in any of the Patents or an item in any of the foregoing categories (b) through (e);

(g) all rights to apply in any and all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to an item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown and whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents or an item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind, in each case for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or an item in any of the foregoing categories (b) through (h).

(j) all discoveries, developments, processes, formulae, data, lists, information, materials, programs, improvements, ideas, concepts, know-how, designs, recipes, formulations, ingredient combinations and techniques, whether or not any of the foregoing is or are patentable or registrable under any intellectual property laws or industrial property laws in the United States or elsewhere and all patents and patent applications that may arise therefrom and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

3. Trademarks. Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all right, title, and interest (whether or not now existing) in and to all of the following, together with the goodwill of the business and products associated with and symbolized by the same (collectively, the “**Marks**”): all trademarks, service marks, logos, trade names, trade dress, logos, packaging design, slogans, registered and unregistered trademarks and service marks, and other marks of the Assignor and as set forth in Schedule 2, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Marks, and all common law rights relating thereto, and any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding.

4. Copyrights. Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all right, title, and interest (whether or not now existing) in and to all of the following (collectively, the “**Copyrights**”):

(a) all works of authorship, including without limitation videos, performances, audio recordings, drawings, animated works, written material, graphic designs, website designs, and images, databases, software, source code, object code and all associated copyrights of the Assignor therein, whether registered, unregistered, or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such copyrights; issuances, extensions and renewals of such registrations and applications; and related proprietary rights, interests and protections, however arising, pursuant to any such law; and

(b) all registered and unregistered copyrights in both published and unpublished works used in connection with the Business, and other documentation and all copyright registrations and applications, and all derivatives, translations, adaptations and combinations of the above of Assignor and as set forth in Schedule 3, including any and all renewals and extensions of such copyrights that may be secured under the laws now or hereafter pertaining thereto in the United States or in any other country, and any and all claims for past infringement thereof.

5. Domain Names. Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all right, title, and interest (whether or not now existing) in and to all of the following (collectively, the “**Domain Names**”): all domain names of the Assignor and as set forth in Schedule 4 and all of Assignor’s email accounts associated with any domain names. Without limiting the foregoing, the Assignor agrees to promptly perform all actions required by the applicable domain name registrar to complete the conveyance of the Domain Names to the Assignee. The Assignor agrees that it will not register or attempt to register any domain names after the Effective Date that include any of the Marks or Copyrights being assigned herewith or any variation thereof.

6. Social Media. Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all right, title, and interest (whether or not now existing) in and to all of the following (collectively, the “**Social Media**”): any and all of Assignor’s social media accounts and handles.

7. Cooperation Post-Execution. Following the execution of this Assignment Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Assignment Agreement, to accomplish the purpose of this Assignment Agreement or to assure to the other party the benefits of this Assignment Agreement. Specifically, Assignor hereby authorizes the respective patent and trademark office, intellectual property office, or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights, Marks, Copyrights, or Domain Names in the name of Assignee, as the assignee to the entire interest therein. The terms and conditions of this Assignment Agreement will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

8. The provisions of Article IX of the Purchase Agreement shall apply to this Assignment Agreement *mutatis mutandis*.

(signature page follows)

Intending to be bound, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

DRIPKIT, INC.

By: Ilana Kruger

Name: Ilana Kruger

Title: Chief Executive Officer

ASSIGNEE:

NUZEE, INC.

By: _____

Name: Patrick Shearer

Title: Chief Financial Officer

Intending to be bound, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

DRIPKIT, INC.

By: _____

Name: Ilana Kruger

Title: Chief Executive Officer

ASSIGNEE:

NUZEE, INC.

By: Patrick Shearer

Name: Patrick Shearer

Title: Chief Financial Officer

SCHEDULE 1

PATENTS

1. Design Patent #US D901,241 S
2. Utility Patent #US10,932,606B2 - This patent received an examination report so Assignor took the allowable subject matter and filed a continuation in March 2021 in order to potentially broaden the art which is currently pending awaiting examination

SCHEDULE 2

MARKS

1. “DRIPKIT” Trademark #87839476.

Registration Date: March 5, 2019; Filing Date: March 19, 2018

SCHEDULE 3

COPYRIGHTS

None

SCHEDULE 4

DOMAIN NAMES

1. Dripkit.coffee