

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eco Vessel LLC		06/01/2022	Limited Liability Company: COLORADO
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: 10			
Property Type	Number	Word Mark	
Registration Number:	5937972	REFLECTA	
Registration Number:	6035712		
Serial Number:	88580581	BETTER VESSEL BETTER WORLD	
Serial Number:	88607593	BETTER VESSEL BETTER WORLD	
Registration Number:	4213437	TRIMAX	
Registration Number:	6428836	ECOVESSEL	
Registration Number:	6176825	ECOVESSEL	
Registration Number:	4457700		
Registration Number:	4457702	U-KONSERVE	
Registration Number:	4238357	UKONSERVE	
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		

CH \$265.00 5937972

Address Line 2: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 58607-220721

NAME OF SUBMITTER: Hadi Al-Shathir

SIGNATURE: /Hadi Al-Shathir/

DATE SIGNED: 11/03/2022

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is made and entered into as of June 1, 2022 between Eco Vessel LLC, a Colorado limited liability company (“Assignor”), and O2COOL, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, this Assignment is being executed and delivered in connection with that certain Asset Purchase Agreement dated June 1, 2022 (“Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all right, title and interest in and to the Seller Intellectual Property (as defined in the Purchase Agreement), including but not limited to the trademarks and applications and registrations therefor identified on the attached Schedule A and the goodwill of the business symbolized by the aforesaid trademarks, and the business of Assignor to which the aforesaid trademarks pertain, which business is ongoing and existing, effective as of the Effective Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the terms and conditions set forth in the Purchase Agreement, the Parties agree as follows:

1. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns all of Assignor’s right, title and interest in and to the trademarks and applications and registrations therefor listed on the attached Schedule A, together with the goodwill associated with the trademarks and symbolized thereby, including all claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement or dilution of any of the trademarks and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing.
2. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.
3. Further Assurances. Assignor shall execute any further documents or instruments, and take further actions, as reasonably requested by Assignee and necessary to confirm, record or otherwise carry out the purposes or intent of this Assignment.
4. Recordation. Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other similar Governmental Authority in countries foreign to the United States to record Assignee as the assignee and owner of the aforesaid trademarks, and to issue any and all trademark registrations thereon to Assignee.

5. Counterparts. This Assignment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same instrument. Signatures to this Assignment transmitted by electronic facsimile, electronic mail in Portable Document Format or by any other electronic means will be deemed to be the delivery of an original counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNOR:

ECO VESSEL LLC

Jonathan Fox

By: _____
Name: Jonathan Fox
Title: Chief Executive Officer

ASSIGNEE:

O2COOL, LLC

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

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNOR:

ECO VESSEL LLC

By: _____
Name: Jonathan Fox
Title: Chief Executive Officer

ASSIGNEE:


O2COOL, LLC

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

Schedule A

See attached.

Eco Vessel, LLC
Trademark Status Report

Rimon Ref. No.	Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Classes	Status	Next Due Date:
REFLECTA(US)(Cl. 21)	REFLECTA	US	88/468,460	6/11/2019	5,937,972	12/17/2019	21	Registered	Renewal Due: 12/17/2025
Element Design(US)(Cl. 21)		US	88/472,853	6/13/2019	6,035,712	4/14/2020	21	Registered	Renewal Due: 4/14/2026
BETTER VESSEL BETTER WORLD(US)(Cl. 21)	BETTER VESSEL BETTER WORLD	US	88/580,581	8/15/2019			21	Suspended	Awaiting status of US App. 88200081
BETTER VESSEL BETTER WORLD(US)(Cl. 8, 21, 25)	BETTER VESSEL BETTER WORLD	US	88/607,593	9/6/2019			8, 21, 25	Suspended	Awaiting status of US App. 88200081
TriMax (US) (21)	TriMax	US	85/531,615		4213437	9/25/2012	21	Registered	Renewal Due: 9/27/2032
ECOVESSEL(US)(Cl. 8, 25)	ECOVESSEL	US	88/434,119	5/16/2019	6428836	7/20/2021	8, 21	Registered	Renewal Due: 7/20/2027
ECOVESSEL(US)(Cl. 21)	ECOVESSEL	US	88/978,039	5/16/2019	6,176,825	10/13/2020	21	Registered	Renewal Due: 10/13/2026
	ECOVESSEL	Madrid Protocol Designations:	1506983	5/16/2019	1506983	11/18/2019	21	Registered	

		Canada Colombia European Union Ghana Mexico Philippines Singapore									
	ECO VESSEL	China	16650618	4/7/2015				21	Pending		

**Eco Vessel, LLC - U-Konserve
Trademark Status Report**

Country	Application/Serial Number	Mark	Status	Filing Date	Reg. No.	Reg. Date
Canada	1607318	Food Kozy	Registered	12/19/2012	TMA880146	06/13/2014
Madrid Protocol Designations: Australia China European Union Japan	1145898	Food Kozy	Registered	12/17/2012	1145898	12/17/2012

Canada	1607317	Footprint Design Logo	Registered	12/19/2012	TMA879617	06/06/2014
U.S.	85/781,401	Footprint Design Logo	Registered	11/16/2012	4,457,700	12/31/2013
Canada	1607314	Kids Konserve	Registered	12/19/2012	TMA879616	06/06/2014
Madrid Protocol						
Designations: China European Union South Korea	1176965	Kids Konserve	Registered	09/04/2013	1176965	09/04/2013
Canada	1607313	U.Konserve	Registered	12/19/2012	TMA879,615	06/06/2014
U.S.	85/781,464	U.Konserve	Registered	11/16/2012	4,457,702	12/31/2013
U.S.	85/249,525	UKonserve	Registered	02/23/2011	4,238,357	11/06/2012
Madrid Protocol						
Designations: China European Union South Korea	1178532	U.Konserve	Registered	09/04/2013	1178532	09/04/2013
Australia	2234359	U.Konserve	Pending	12/08/2021		

United Kingdom*	UK00801145898	Food Kozy	Registered	12/17/2012		12/16/2013
United Kingdom*	UK00801176965	KIDS KONSERVE	Registered	9/4/2013		8/12/2014
United Kingdom*	UK00801178532	U-Konserve	Registered	9/4/2013		8/19/2014
United States	4238357	UKONSERVE	Registered	2/23/2011		11/6/2012

TRADEMARK

REEL: 007884 FRAME: 0656

RECORDED: 11/03/2022