## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM765449

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Enel X North America, Inc.		04/01/2022	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Enel X Way USA, LLC	
Street Address:	1 Marina Park Drive	
Internal Address:	Suite 400	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02210	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4962790	JUICEBOX
Registration Number:	4954299	JUICEBOX

## **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 212.682.7474

Email: jhopkins@foley.com **Correspondent Name:** Jeffrey H. Greene Address Line 1: 90 Park Avenue

Address Line 4: New York, NEW YORK 10016-1314

ATTORNEY DOCKET NUMBER:	133116-0116
NAME OF SUBMITTER:	Jeffrey H. Greene
SIGNATURE:	/Jeffrey H. Greene/
DATE SIGNED:	11/03/2022

**Total Attachments: 3** 

source=Trademark Assignment Agreement - Enel X Way USA.docx#page1.tif source=Trademark Assignment Agreement - Enel X Way USA.docx#page2.tif source=Trademark Assignment Agreement - Enel X Way USA.docx#page3.tif

#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), effective as of April 1, 2022, is entered into by Enel X North America, Inc. ("Assignor"), in favor of Enel X Way USA, LLC ("Assignee," and together with Assignor, the "Parties").

WHEREAS, the Parties have entered into that Asset Contribution Agreement, dated April 1, 2022, whereby Assignor has agreed to assign to Assignee the Assigned Trademarks (as defined, below); and

WHEREAS, pursuant to the Asset Contribution Agreement, Assignor hereby assigns, and Assignee hereby accepts assignment of, the Assigned Trademark.

NOW, THEREFORE, Assignor agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following: (a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademark"), together with the goodwill connected with the use of, and symbolized by, the Assigned Trademark; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.
- 3. <u>Counterparts</u>. 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.
- 4. <u>Successors and Assigns</u>. 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 has duly executed and delivered this Assignment as of the date first written above.

**ASSIGNOR** 

Enel X North America, Inc.

--- DocuSigned by:

By:

Name: Aaron MacQueen

Title: Assistant Secretary

**ASSIGNEE** 

Enel X Way USA, LLC

-- DocuSigned by:

Name: Aaron MacQueen

Title: Assistant Secretary

# SCHEDULE 1

# **Assigned Trademark**

Mark	Jurisdiction	Status	Reg. No.	Reg. Date
JUICEBOX	United States	Registered	4,962,790	May 24, 2016
JUICEBOX	United States	Registered	4,954,299	May 10, 2016

**RECORDED: 11/03/2022**