

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crystal Lagoons Technologies, Inc.		03/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	YAE, LLC.		
Street Address:	1395 Brickell Avenue, Suite 800		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90174698	ENERGY TENSOR	
Serial Number:	88140379	DUO PIZZA	
Serial Number:	88186456	SOFT AND CRUNCHY	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	6123325300		
Email:	crogers@merchantgould.com		
Correspondent Name:	Merchant & Gould P.C.		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	04696.0057US01		
NAME OF SUBMITTER:	Gregory Golla		
SIGNATURE:	/gcg/		
DATE SIGNED:	01/31/2023		
Total Attachments: 8			
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TECHNOLOGY TRANSFER AGREEMENT

This Technology Transfer Agreement (the "Agreement") is made and entered into effective as of March 26, 2021 (the "Effective Date") by and between **Crystal Lagoons Technologies, Inc.**, duly incorporated in accordance with the laws of the State of Delaware, having its principal place of business at 2 Alhambra Plaza, Penthouse 1B, Coral Gables, FL 33134, USA ("Assignor"), and **YAE, LLC.** ("Assignee"), an entity incorporated under the laws of the State of Delaware, having its principal place of business at 2 Alhambra Plaza, Penthouse 1B, Coral Gables, FL 33134, USA. Assignor and Assignee hereinafter may be referred to jointly and severally as the "Parties" or "Party".

WHEREAS:

A. Assignor has substantial expertise and has developed and owns several disruptive technology related to: (i) system and method to prepare and maintain "recently baked" pizza taste; medical device ; and (iii) coffee system, further detailed in Exhibit A; all of which have been protected by privileges of industrial property, intellectual property and/or trade secrets (the "Inventions").

B. Assignee is interested in purchasing all the titles, patents applications, patents, copyrights, interests, know how, show how and/or any other privileges of industrial property, intellectual property and/or trade secrets related to the Inventions, and in general, all information, designs, formulae, algorithms, procedures, methods, techniques, ideas, knowledge, experiences, research and development, data, programs, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, in any form whether or not specifically listed herein, and all related technology, regarding and relating to the materials, structures, applications and/or manufacturing of the Inventions, and all other information relating to the materials, manufacturing techniques and other information necessary to design, utilize and/or manufacture the Inventions properly, efficiently and in reasonable quantities (collectively, the "Technology").

C. The Parties have agreed to enter into this Agreement to transfer all the rights and titles to the Technology from the Assignor to the Assignee according to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties hereby agree as follows:

1. **Transfer of the Technology.** By virtue of this Agreement, the Assignor assigns and transfers to the Assignee all rights and title possessed by the Assignor in respect of the Technology (the "Transfer").
2. **Transfer of the Intellectual Property related to the Technology.** In light of the foregoing, the Assignor assigns and transfers all Intellectual Property and rights and title over the Technology listed in Exhibit I which are related to the Inventions.
3. As used herein, "Intellectual Property" means all intellectual property and proprietary rights and priorities of any kind, anywhere in the world, including all of the following, together with all rights therein and thereto, whether protected, created or arising under any law, whether registered or unregistered: (i) issued patents and patent applications, including continuations, divisional, continuations-in-part, renewals and reissues; including PCT Applications and the national stage or direct applications filed in all countries claiming priority to the PCT Application and in and to all patents to be granted therefrom, and rights to claim priority from such

patents under the International Convention (ii) trademarks, service marks, trade dress, logos, domain names and registrations and applications for registration thereof together with all of the goodwill associated therewith; (iii) copyrights and registrations and applications for registration thereof; and (iv) trade secrets, know-how, inventions (whether patentable or unpatentable and whether or not reduced to practice), designs, specifications, schematics, and all other proprietary or confidential information. This assignment specifically includes all reissues or extensions of such patents,

By virtue of the foregoing, the Assignee acquired the entire right, title and interest in the stated Intellectual Property over the Technology and the Inventions. Assignee shall own any improvement, enhancement, or other modification of or derivative work based on any of the Inventions.

The Assignor does hereby agree that the Assignor and its executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to the Assignee, its successors and representatives all facts known to the Assignor relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in the Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, granted patents, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

4. **Considerations.** In consideration for the Transfer, Assignee shall pay to the Assignor the following (the "Fee"): US\$98,178 (Ninety eight thousand dollars one hundred and seventy eight cents). The Fee has been agreed to on a net basis and in United States dollars, after deducting all applicable taxes or tariffs. If Assignee carries out any type of withholding on account of taxes, tariffs, contributions or any other similar charges applicable to the Fee, said Fee shall be increased by such amount, allowing Assignor to receive the sums set forth in this Agreement.

5. **Date of the Transfer.** The Parties agree that the Transfer shall be effective as of the Effective Date.

6. **No Additional Services or Representations.** Assignee acknowledges that the only purpose of this Agreement is the Transfer, and that Assignor is not required to perform any additional services nor deliver any deliverable arising out of or related to the Technology, and that Assignor does not make any declaration, representation nor warranty whatsoever regarding the Technology, its potential use, the grant of the corresponding patents applications assigned, the absence of potential interference of third parties, etc.

7. **Further Assurances.** The Parties agree to execute and deliver such further instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

8. **No License to other Intellectual Property.** Nothing in this Agreement shall be deemed as a license granted to Assignee to use other technology other than the Inventions. Other technologies developed and owned by the Assignor remains the sole and exclusive property of the Assignor.

9. **Confidential Information.** The Inventions, the Technology and the existence of this Agreement shall be considered by the Parties confidential information, and the Party which receives Confidential Information shall (i) not publish or disclose Confidential Information (or any part) to any third party without prior written consent of the other Party; (ii) not disclose Confidential Information (or any part) other than to those respective subsidiaries or affiliates who must know, and to the extent they need to know, always making them aware of the confidential nature of the Confidential Information; (iii) keep secure and confidential the Confidential

Information and not copy any part (or convert into an alternative format) without prior written consent of the other Party; (iv) be responsible for any breach of confidentiality obligations by any of its partners, shareholders, equity holders, employees, directors, executives, consultants or advisors, or by any other individual or entity that has been given access by to any Confidential Information order, injunction and/or other available equitable relief from any court of competent jurisdiction.

10. **Exceptions to Confidential Information.** The following shall not constitute Confidential Information:
 - a. Information which is, at the time of disclosure or which subsequently becomes, freely available in the public domain not as a result of breach of this Agreement;
 - b. Information which the recipient can show by written documentation that it is known to it prior to the time of disclosure;
 - c. Information which is disclosed to recipient in good faith by a third party not bound by duty of confidentiality; or
 - d. Information which the recipient is required to disclose by:
 - i. law or statutory body; or
 - ii. order by any court.

11. **Scope of Confidentiality Obligations.** To the maximum extent permitted by law, the confidentiality obligations shall remain in full force and effect until information ceases to qualify as Confidential Information in accordance with Clause 9 above.

12. **DISCLAIMER OF WARRANTY.** EXCEPT AS PROVIDED IN THIS SECTION, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES. WARRANTIES DISCLAIMED INCLUDE, BUT ARE NOT LIMITED TO, THE WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NO REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL BE BINDING UPON EITHER PARTY AS A WARRANTY OR OTHERWISE.

13. **No Drafting Presumption.** No implication will be drawn nor construction made against any Party hereto by virtue of the drafting of this Agreement.

14. **Severability.** If any provision of this Agreement is unenforceable or invalid under any applicable law or applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objective of such unenforceability or invalidity provision within the limits of applicable law or applicable court decisions.

15. **Headings.** The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

16. **Entire Agreement.** This Agreement, together with the attached terms and conditions of sale, and specifications, comprise the entire agreement between the Parties and supersede all prior agreements, understandings and representations, oral or written, between the Parties.

17. **Governing Law.** This Agreement is governed and construed by the laws of the State of New York, without regard to its conflict of law principles.

18. **Dispute Resolution.** The Parties will use their respective commercially reasonable efforts to achieve an amicable resolution of any dispute, claim or controversy arising out of, relating to or in connection with this Agreement or the breach, termination, enforcement, interpretation or validity thereof, or the relationship of the Parties, including but not limited to the determination of the scope or applicability of this Agreement to arbitrate (each, a "Dispute") by in-person negotiations. A Party claiming the existence of such Dispute will promptly give written notice of such claim to the other Party, and within ten (10) days after the giving of such notice, Assignor will designate one representative and Assignee will designate one representative to conduct such negotiations. If the Parties' representatives are unable to resolve any Dispute within thirty (30) days after the date upon which the notice described above was given, the Dispute shall be settled by arbitration shall be resolved by final and binding arbitration under the Commercial Rules of the American Arbitration Association (the "AAA Rules") by a sole arbitrator appointed in accordance with the AAA Rules. The place of arbitration shall be Miami, Florida, or another location mutually agreed upon by the Parties. The arbitration shall be conducted in the English language. The Parties agree that both the existence and the contents of the arbitration proceedings (including, but not limited to, any and all written submissions, testimony and transcripts), as well as any procedural or substantive rulings, including partial and final awards, shall be kept confidential except (i) to the extent that disclosure may be required of a Party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before judicial authorities, or (ii) with the written consent of all Parties. The award issued by the sole arbitrator shall be final and binding upon the Parties to the Dispute and shall not be subject to appeal. The Parties to this Agreement agree that a judgment recognizing and enforcing the award may be entered in any court with jurisdiction, and irrevocably submit to the jurisdiction of any such court over the parties or their assets for purposes of recognizing and enforcing the award.

19. This Agreement will be binding on the parties, their affiliates, successors, and assigns.

20. **No Waiver.** A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

21. **Counterparts.** This Agreement may be executed in separate counterparts, each of which will be deemed an original, and all of such counterparts together will constitute one and the same instrument. This Agreement will be deemed validly delivered and effective for all purposes, upon exchanging fully executed email (i.e. PDF) copies of the Agreement.

NOW, THEREFORE, the Parties hereto have executed this Agreement on and as of the date set forth above.

YAE, LLC.

Crystal Lagoons Technologies Inc.

By: _____
Name: Fernando Fischmann
Title: Director

By: _____
Name: Fernando Fischmann
Title: Director

Exhibit I

Inventions and Patents Applications Assigned

1. Regarding the invention titled: "PIZZA PRODUCT, PACKAGING FOR A PIZZA PRODUCT, AND METHOD OF COOKING AND DISTRIBUTION FOR A PIZZA PRODUCT", the information of the corresponding patent application in each country is indicated below:

Our Ref	Application No	Country Name	Filing Date	Case Status
P014 AR	TBD	Argentina	11/29/2019	Pending
P014 AW	BIE-OCT-01/191129	Aruba	11/29/2019	Pending
P014 BD	BD/P/2019/00037	Bangladesh	11/28/2019	Pending
P014 BI	756/11938	Burundi	11/27/2019	Pending
P014 BO	2.02E+09	Bolivia	11/26/2019	Pending
P014 BS	TBD	Bahamas	12/18/2019	Pending
P014 CD	NP/018/EXT/2019	Congo, Democratic Republic of the	11/28/2019	Pending
P014 GC	38751	Gulf Cooperator Council	12/1/2019	Pending
P014 IQ	768/2019	Iraq	11/28/2019	Pending
P014 JM	18/1/5992	Jamaica	11/28/2019	Pending
P014 LB	11801	Lebanon	11/29/2019	Pending
P014 MU	MU/P/19/00342	Mauritius	11/22/2019	Pending
P014 NP	162	Nepal	11/27/2019	Pending
P014 PK	797/2019	Pakistan	11/27/2019	Pending
P014 PY	100635/2019	Paraguay	11/29/2019	Pending
P014 TW	1.08E+08	Taiwan	11/28/2019	Pending
P014 US	16/697,781	United States of America	11/27/2019	Pending
P014 US P	62/773,843	United States of America	11/30/2018	Pending
P014 UY	38491	Uruguay	11/28/2019	Pending
P014 VE	2019-000601	Venezuela	11/29/2019	Pending
P014 WO	PCT/IB2019/001274	International Patent-PCT	11/27/2019	Pending

2. Regarding the invention titled: MINIMALLY INVASIVE DEVICE AND METHOD FOR TIGHTENING SAGGING SKIN BY LINEAR TENSING AND STIMULATION OF COLLAGEN PRODUCTION, WHEREIN THE ANESTHESIA, HEAT, AND ADDITIONAL COLLAGEN INDUCTION OR ANTINFLAMMATORY FLUIDS CAN BE APPLIED WITH THE SAME APPARATUS AND IN THE SAME AREA

Our Ref	Application No	Country Name	Filing Date	Case Status
P019 US P	62/964,961	United States of America	2020-01-23	Lapsed

3. Trademarks assigned.

Our Ref	Mark Name	Country Name	Case Status	Filing Date	Application No	Registration Date	Registration No	Applicant / Owner	Classes
T20 CL 43	Duo Pizza	Chile	Registered	10/2/2018	1301976	7/17/2019	1301506	CRYSTAL LAGOONS (CURACAO) B.V.	29; 30; 39; 43
T20 US 29 30 39 43	DUO PIZZA	United States of America	Pending	10/2/2018	88140379			CRYSTAL LAGOONS (CURACAO) B.V.	29; 30; 39; 43
T21 CL 43	Duoo Pizza	Chile	Registered	10/2/2018	1301978	7/17/2019	1301507	CRYSTAL LAGOONS (CURACAO) B.V.	29; 30; 39; 43
T21 US 29 30 39 43	DUOO PIZZA	United States of America	Pending	10/2/2018	88140392			CRYSTAL LAGOONS (CURACAO) B.V.	29; 30; 39; 43
T22 CL 39	SOFT AND CRUNCHY	Chile	Registered	11/8/2018	1305535	8/20/2019	1304123	CRYSTAL LAGOONS (CURACAO) B.V.	29; 30; 39; 43
T22 US 29 30 39 43	Soft and Crunchy	United States of America	Pending	11/8/2018	88186456			CRYSTAL LAGOONS (CURACAO) B.V.	29; 30; 39; 43
T23 CL 29 30	Crack Pizza	Chile	Registered	##### #	1309229	7/25/2019	1302179	CRYSTAL LAGOONS (CURACAO) B.V.	29; 30

T23 US 29 30 39 43	CRACK PIZZA	United States of America	Pending	##### #	88227195			CRYSTAL LAGOONS (CURACA O) B.V.	29; 30; 39; 43
T24 CL 30 43	FRESH TOP	Chile	Registered	4/16/20 19	1320862	9/4/2019	1305470	CRYSTAL LAGOONS (CURACA O) B.V.	30; 43
T24 US 30 43	FRESH TOP	United States of America	Pending	4/17/20 19	88389898			CRYSTAL LAGOONS (CURACA O) B.V.	30; 43
T25 CL 30 43	GARDE N TOP	Chile	Registered	4/16/20 19	1320861	8/27/2019	1304725	CRYSTAL LAGOONS (CURACA O) B.V.	30; 43
T25 US 30 43	GARDE N TOP	United States of America	Pending	4/17/20 19	88389897			CRYSTAL LAGOONS (CURACA O) B.V.	30; 43
T29 US 03 10 44	Hot Thread	United States of America	Lapsed	10/4/20 19	88/642,82 6			CRYSTAL LAGOONS (CURACA O) B.V.	3; 10; 44
T30 US 03 10 44	HotLift	United States of America	Lapsed	10/4/20 19	88/642,83 3			CRYSTAL LAGOONS (CURACA O) B.V.	3; 10; 44
T31 US 10 44	HOT TENSO R	United States of America	Lapsed	12/2/20 19	88/71168 5			CRYSTAL LAGOONS (CURACA O) B.V.	10; 44
T36 US 11 30 40	DEEP COFFE E	United States of America	Pending	2/14/20 20	88/79813 0	2/14/2020		Crystal Lagoons Technologi es, Inc	11; 30; 40

747 US 10 44	ENERG Y TENSO R	United States of Americ a	Pending	11/9/20 20	90/174,69 8			Crystal Lagoons Technologi es, Inc	10; 44
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