

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Space Flex International, LLC		01/25/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Spectacular Products LLC		
Street Address:	950-3 Old Medford Ave		
City:	Medford		
State/Country:	NEW YORK		
Postal Code:	11763		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4267662	AQUA FRESH	
Registration Number:	4881029		
Registration Number:	5610250	AQUA FRESH	
CORRESPONDENCE DATA			
Fax Number:	8668586637		
<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:	9515445248		
Email:	allan@grants-law.com		
Correspondent Name:	Allan Howard Grant		
Address Line 1:	17351 Greentree Drive		
Address Line 2:	17351 GREENTREE DRIVE		
Address Line 4:	RIVERSIDE, CALIFORNIA 92503		
NAME OF SUBMITTER:	Allan Howard Grant		
SIGNATURE:	/ Allan Howard Grant /		
DATE SIGNED:	02/03/2023		
Total Attachments: 5			
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"Trademark Assignment Agreement"

THIS AGREEMENT entered January 25, 2023 between Space Flex International, LLC, a Nevada Limited Liability Company having its principal place of business at 9500 7TH ST STE N, Rancho Cucamonga, CA 91730 (hereinafter referred to as "ASSIGNOR") and Spectacular Products LLC, a New York Limited Liability Company, having its principal place of business at 950-3 Old Medford Ave, Medford NY 11763 (hereinafter referred to as "ASSIGNEE"). ASSIGNOR is the owner of the full and exclusive right, title and interest in, to said mark listed below under United States Patent and Trademark Office.

ASSIGNOR has registered the following trademark for the "**AQUA FRESH**" Design mark in the United States Patent and Trademark Office, **Registration No.: 4,267,662**, Application No. 85/610,458, Registration Date: January 1, 2013, and ASSIGNEE desires to obtain all rights, title, interest (including but not limited to, all registration rights with respect to the "**AQUA FRESH**" Design mark) and all goodwill of the business symbolized by and associated with the "**AQUA FRESH**" Design mark.

ASSIGNOR has registered the following trademark for the **Design mark** in the United States Patent and Trademark Office, **Registration No.: 4,88,1029**, Application No. 86/646,214, Registration Date: January 5, 2016, and ASSIGNEE desires to obtain all rights, title, interest (including but not limited to, all registration rights with respect to the **Design mark**) and all goodwill of the business symbolized by and associated with the **Design mark**.

ASSIGNOR has registered the following trademark for the "AQUA FRESH" word mark in the United States Patent and Trademark Office, **Registration No.: 5,610,250**, Application No. 87/806,906, Registration Date: November 20, 2018, and ASSIGNEE desires to obtain all rights, title, interest (including but not limited to, all registration rights with respect to the "AQUA FRESH" mark) and all goodwill of the business symbolized by and associated with the "AQUA FRESH" mark.

HEREINAFTER, the "AQUA FRESH" word mark, "AQUA FRESH" Design Mark, and **Design Mark** shall be collectively referred to as "**SAID TRADEMARKS**".

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to the ASSIGNEE all rights, title, and interest in and to SAID TRADEMARKS together with the goodwill of the business symbolized and associated with SAID TRADEMARK, all common law and statutory right, title, and interest in and to SAID TRADEMARKS, all the rights in the application, registration, maintenance, renewal and protection thereof, and all the rights of recovery and legal action for past infringements and of opposition and/or cancellation proceeding for protection of SAID TRADEMARKS.

ASSIGNOR hereby authorizes ASSIGNEE, to the fullest extent permitted by applicable law, to file in its own name applications for trademark and copyright registration in the U.S. and in foreign countries in connection with SAID

TRADEMARKS, and to secure in its own name the registrations granted thereon.

ASSIGNOR also hereby appoints ASSIGNEE to act as its agent to act in ASSIGNORS name and on ASSIGNORS behalf to take any action necessary to effect the transfer of SAID TRADEMARKS to ASSIGNEE or prosecute or otherwise enforce any claims, rights, or benefits relating to SAID TRADEMARKS.

ASSIGNOR hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all rights, title, and interest in and to SAID TRADEMARKS to the ASSIGNEE as owner of full and exclusive right, title and interest in and to SAID TRADEMARKS, or otherwise as the ASSIGNEE may direct, in accordance with the terms of this Assignment.

ASSIGNOR hereby represents and warrants that ASSIGNOR has the full right to convey the entire right, title and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that ASSIGNOR will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

ASSIGNOR hereby covenants and agrees that ASSIGNOR will, upon request of the ASSIGNEE, communicate to the ASSIGNEE any facts known to ASSIGNOR relating to SAID TRADEMARKS and the goodwill of the business symbolized thereby, and with which the mark is associated, and the history thereof, and at ASSIGNEE's

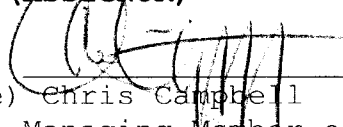
sole cost and expense testify in any legal proceeding, execute all lawful papers, and generally do all further act which may be deemed necessary by the ASSIGNEE to obtain and enforce proper trademark protection for SAID TRADEMARKS and the goodwill of the business symbolized thereby, and with which the mark is associated in all countries.

ASSIGNOR further covenants and agrees that upon request, it will sign all papers and make all rightful oaths and do all acts which ASSIGNEE may consider necessary in connection with SAID TRADEMARKS and the assignment herein granted to ASSIGNEE.

IN TESTIMONY WHEREOF, I have executed this document on the date indicated below.

Space Flex International, LLC
(ASSIGNOR)

Date: 1-25, 2023

(By) : 
(Name) Chris Campbell
Managing Member of
Space Flex International, LLC

STATE OF California)

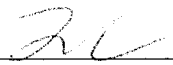
COUNTY OF Riverside }

On 01/26/2023 before me, T. Chavez, Notary Public
(insert name and title of the officer) personally appeared
Christopher Campbell, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

WITNESS my hand and official seal.


SIGNATURE

