

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM810047

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HaloSource, Inc.		03/07/2019	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Strix (USA), Inc.		
<b>Street Address:</b>	22722 29TH DR SE, SUITE 100		
<b>City:</b>	BOTHHELL		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98021		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5607922	ASTREA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2062240779		
<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>			
<b>Phone:</b>	206-682-8100		
<b>Email:</b>	efiling@cojk.com		
<b>Correspondent Name:</b>	Kelsey Cloud		
<b>Address Line 1:</b>	Christensen O'Connor Johnson Kindness		
<b>Address Line 2:</b>	1201 Third Avenue, Suite 3600		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	3634-T19US		
<b>NAME OF SUBMITTER:</b>	Kelsey Cloud		
<b>SIGNATURE:</b>	/Kelsey A. Cloud/		
<b>DATE SIGNED:</b>	05/12/2023		
<b>Total Attachments: 6</b>			
source=Strix HaloSource Assignment US#page1.tif			
source=Strix HaloSource Assignment US#page2.tif			
source=Strix HaloSource Assignment US#page3.tif			
source=Strix HaloSource Assignment US#page4.tif			

OP \$40.00 5607922

source=Strix HaloSource Assignment US#page5.tif

source=Strix HaloSource Assignment US#page6.tif

## IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “**Agreement**”) is entered into this 7<sup>th</sup> day of March, 2019 (“**Effective Date**”) by and between HaloSource, Inc., a Washington corporation (the “**Assignor**”) and Strix (USA), Inc., a Washington corporation (the “**Purchaser**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, the Purchaser and the Assignor have entered into that certain Asset Purchase Agreement dated as of March 7, 2019 (the “**Purchase Agreement**”) pursuant to which the Purchaser has purchased from the Assignor, and the Assignor has sold to the Purchaser, the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which hereby is acknowledged, the parties hereby agree as follows:

1. ASSIGNMENT.

1.1 The Assignor hereby assigns to the Purchaser, and the Purchaser hereby accepts, all rights, title and interest in and to the Intellectual Property, which includes, without limitation, the registrable intellectual property set forth on Exhibit A. The foregoing assignment shall be referred to herein as the “**Assignment**.”

1.2 The foregoing Assignment includes (a) all rights throughout the world to recover for past, present or future infringement or unconsented use of the Intellectual Property, whether registered or unregistered and wherever registered, all rights arising therefrom and pertaining thereto and all extensions and renewals thereof; and (b) the entire goodwill of or associated with the Acquired Assets (as defined in the Purchase Agreement) connected with and symbolized by any of the aforementioned Intellectual Property and Acquired Assets.

1.3 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” (collectively “**Moral Rights**”). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, the Assignor hereby waives and agrees not to assert such Moral Rights and consents to any action of the Purchaser that would violate such Moral Rights in the absence of such consent. The Assignor shall confirm any such waivers and consents from time to time as requested by the Purchaser.

1.4 Assignor agrees to assist the Purchaser in every proper way to evidence, record and perfect the Assignment and to apply for and obtain recordation of and applications for and from time to time secure, enforce, maintain and defend the Intellectual Property in the United States and throughout the world. If the Purchaser is unable for any reason whatsoever to secure Assignor’s signature to any document requested by the Purchaser under this Section 1.4, Assignor hereby irrevocably designates and appoints the Purchaser and its duly authorized officers and agents as Assignor’s agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Assignor’s behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

2. NO ENLARGEMENT. Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Agreement as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

3. GENERAL PROVISIONS.

3.1 Notices. Any notice required in connection with this Agreement shall be given in accordance with the terms of Section 10.3 of the Purchase Agreement.

3.2 No Waiver; Amendment. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. This Agreement may be amended or modified only by a writing executed by the Purchaser and the Assignor.

3.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, applicable to contracts executed in and to be performed entirely within that state.

3.4 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

3.5 Entire Agreement. This Agreement and the Purchase Agreement constitute the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein. In the event of any conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control. This Agreement shall be of no force and effect unless there is a fully executed Purchase Agreement in effect.

3.6 Counterparts. This Agreement may be executed and delivered electronically and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this IP Assignment Agreement as of the Effective Date above.

ASSIGNOR:

HALOSOURCE, INC.

By: 

Name: James Thompson

Title: Chief Executive Officer

PURCHASER:

STRIX (USA), INC.

By: \_\_\_\_\_

Name: Mark Bartlett

Title: Chief Executive Officer

*(Signature Page to IP Assignment Agreement)*

TRADEMARK  
REEL: 008070 FRAME: 0960

IN WITNESS WHEREOF, the parties have entered into this IP Assignment Agreement as of the Effective Date above.


**ASSIGNOR:**

HALOSOURCE, INC.

By: .....  
Name: James Thompson  
Title: Chief Executive Officer

**PURCHASER:**

STRIX (USA), INC.

By:  .....  
Name: Mark Bartlett  
Title: Chief Executive Officer

*(Signature Page to IP Assignment Agreement)*

Exhibit A

Intellectual Property

(Attached hereto)

Client Ref./ COJK Ref./ Status	Mark/ Atty Owner	Country/ Intl Class	Appl. No./ Date Filed	Reg. No./ Reg. Date	Goods and Services	Action	Date
--------------------------------------	---------------------	---------------------------	--------------------------	------------------------	--------------------	--------	------

					Designation TM to II A0067861, filed on 6/16/2017	Declaration of Use	11/08/2020
--	--	--	--	--	---	--------------------	------------

Drinking VANS-2-0058628 Registered	ASM ASTREA HaloSource, Inc.	USA IC11	87/448045 05/12/2017	5607922 11/13/2018	Water filtration pitchers sold empty; Water filtration bottles sold empty; Water purification and filtration apparatus; Water treatment equipment, namely, water filtration units; Residential point of use drinking water devices, namely, cartridge filtration units; water filtration and purification units and replacement cartridges and filters therefor for refrigerators; and refrigerator water filters	Section 8, 15 Declaration Begin 6 Month Section 8, 15 Declaration End Section 8, 15 Declaration End Renewal Begin 6 Month Renewal End Renewal End	11/13/2023 05/13/2024 11/13/2024 11/13/2027 05/13/2028 11/13/2028
--	-----------------------------------	-------------	-------------------------	-----------------------	---	--	--

Drinking VANS-2-0057864 Pending	EEF ASTREA HaloSource, Inc.	Vietnam IC11	11/08/2017		Water filtration pitchers sold empty; Water filtration bottles sold empty; Water purification and filtration apparatus; Water treatment equipment, namely, water filtration units; Residential point of use drinking water devices for filtration. Subsequent Designation TM to II A0067861, filed on 6/16/2017	Reg/Provisional Refusal? (12 Months)	11/30/2018
---------------------------------------	-----------------------------------	-----------------	------------	--	---	---	------------

Drinking VANS-2-0031738 Registered	EEF HALOPURE HaloSource, Inc.	Australia IC1	Z1231571 09/28/2004	852000 09/28/2004	Antimicrobial compounds for coating and impregnation of solid surfaces, textile treatment and water treatment; Madrid National TM to II Reg. No. 852000, filed 9/28/2004, based on USRN 2863154, issued on 7/13/2004.	See II Matter VANS-2-31737 for Relevant Deadlines	
--	-------------------------------------	------------------	------------------------	----------------------	---	--	--

Drinking VANS-2-0031739 Registered	EEF HALOPURE HaloSource, Inc.	Bhutan IC1	Z1231571 09/28/2004	852000 09/28/2004	Antimicrobial compounds for coating and impregnation of solid surfaces, textile treatment and water treatment; Madrid National TM to II Reg. No. 852000, filed 9/28/2004, based on USRN 2863154, issued on 7/13/2004.	See II Matter VANS-2-31737 for Relevant Deadlines	
--	-------------------------------------	---------------	------------------------	----------------------	---	--	--

Drinking VANS-2-0031732 Registered	EEF HALOPURE HaloSource, Inc.	Brazil IC5	827024347 12/21/2004	827024347 05/04/2010	Antimicrobial compounds for coating and impregnation of solid surfaces, textile treatment and water treatment.	Renewal Begin Renewal End	11/04/2019 05/04/2020
--	-------------------------------------	---------------	-------------------------	-------------------------	--	------------------------------	--------------------------

Drinking VANS-2-0031740 Registered	EEF HALOPURE HaloSource, Inc.	China IC1	Z1231571 09/28/2004	852000 09/28/2004	Antimicrobial compounds for coating and impregnation of solid surfaces, textile treatment and water treatment; Madrid National TM to II Reg. No. 852000, filed 9/28/2004, based on USRN 2863154, issued on 7/13/2004.	See II Matter VANS-2-31737 for Relevant Deadlines	
--	-------------------------------------	--------------	------------------------	----------------------	---	--	--

Drinking VANS-2-0058625 Pending	EEF HALOPURE Shanghai Halopure	China IC21	32512587 07/26/2018		Cup; kitchen containers; kettles, non-electric; strainers for household purposes; glass flasks [containers]; porcelain ware; drinking vessels; drinking glasses; deodorising apparatus for personal use; drinking flasks	Status Check	09/13/2019
---------------------------------------	--------------------------------------	---------------	------------------------	--	--	--------------	------------

Drinking VANS-2-0028914 Registered	EEF HALOPURE HaloSource, Inc.	European Union	2952174 11/28/2002	2952174 09/26/2005	Antimicrobial compounds for coating and impregnation of solid surfaces, textile treatment and water treatment.	Renewal Begin	05/28/2022
--	-------------------------------------	-------------------	-----------------------	-----------------------	--	---------------	------------

TRADEMARK

REEL: 008070 FRAME: 0963

RECORDED: 05/12/2023