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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM819190

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kryo Entertainment, LLC		06/16/2023	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Intellectual Research Holdings LLC	
Street Address:	600 Grapetree Drive	
Internal Address:	#5DS	
City:	Key Biscayne	
State/Country:	: FLORIDA	
Postal Code:	33322	
Entity Type:	Limited Liability Company: FLORIDA	

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2928564	KRYO
Registration Number:	4189596	KRYOGENIFEX
Registration Number:	4231749	KRYOGENIFEX
Registration Number:	4330896	KRYOGUN
Registration Number:	4327255	KRYOKITCHEN
Registration Number:	4387800	KRYOPAK
Registration Number:	4387802	KRYOJET
Registration Number:	5375503	KRYOSYSTEM
Registration Number:	4392365	KRYOBOT
Serial Number:	85877613	KRYOBOT
Registration Number:	4451536	KRYOSTATION
Registration Number:	4450949	KRYOSTATION
Registration Number:	5375512	KRYOLAB
Registration Number:	4447992	KRYOBOX
Registration Number:	4552931	KRYOUMBRELLA
Registration Number:	4573580	KRYOCABANA
Registration Number:	4447976	KRYOMIXER
Registration Number:	4562672	KRYOTUBE TRADEMARK

TRADEMARK

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Property Type	Number	Word Mark		
Registration Number:	4388169	KRYOSATELLITE		
Registration Number:	4909238	KRYOGENIFEX		
Registration Number:	4909237			
Registration Number:	4752502	KRYOBAR		
Registration Number:	4605371	KRYOBAR		
Serial Number:	87512368	KRYOBIO		
Serial Number:	87512370	KRYOBIO		

CORRESPONDENCE DATA

Fax Number: 8665179150

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: 9548120660

Email: nancy@flintiplaw.com

Correspondent Name: Nancy J. Flint, Attorney At Law, P.A.

Address Line 1: 1856 N. Nob Hill Road

Address Line 2: #424

Address Line 4: Plantation, FLORIDA 33322

NAME OF SUBMITTER:	Nancy J. Flint
SIGNATURE:	/Nancy J. Flint/
DATE SIGNED:	06/23/2023

Total Attachments: 8

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TRADEMARK REEL: 008107 FRAME: 0823

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into as of 16/2023, 2023 (the "Effective Date") by and between Kryo Entertainment, LLC, a limited liability company organized under the laws of the State of Florida and having an address of #5DS, 600 Grapetree Drive, Key Biscayne, Florida 33149 ("Assignor") and Intellectual Research Holdings, a limited liability company organized under the laws of the State of Florida and having an address of 600 Grapetree Drive, Key Biscayne, Florida 33149 ("Assignee").

WHEREAS, Assignor is the owner of the registered trademarks, common law trademarks, service marks, trade names, corporate names, commercial identities and trading styles and confusingly similar designations set forth in Exhibit A(collectively, the "Trademarks"):

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity; NOW, the parties agree as follows:

- 1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
- Consideration. In consideration for the assignment set forth in Section 1, Assign or shall pay Assignee the amount of US\$10.00 payable on the Effective Date.
- Representations and Warranties. Assignor represents and warrants to Assignee:
- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) To Assignor's knowledge as of the Effective Date, the Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous

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written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms other than Exhibit A.

- 5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly refers to this agreement.
- 6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
- 7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 8. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Florida and all disputes shall be brought before the courts in Miami Dade County, Florida. The parties waive objection to the jurisdiction of the courts of Miami Dade County, Florida for such disputes including forum non conveniens.

ASSIGNOR	ASSIGNEE ;
8y:	8y: <u>() </u>
Print Name: Alejandro Gonzalez	Print Name: Josefina Valdes-Hurtado
Title: Member	Member Title:

EXHIBIT A

Trademarks

	TRADEMARK	FILING DATE/SER. NO.	REGISTRATION DATE/REG. NO.	GOODS/SERVICES
1.	KRYO	11-24-2003 76/563707	03-01-2005 2928564	IC 011: Special effect clouds generators and component parts thereof, used at nightclubs and event venues
2.	KRYOGENIFEX	11-09-11 85468154	08-14-2012 4189596	IC 011: special effects system comprised of conduits in the form of cryogenic vaporizers for storing cryogenic fluids and transporting the fluids via a series of outlets to generate a controlled and concentrated cloud or fog- like effect in a defined area
3.	kryogenifex	07-26-2011 76708485	10-30-2012 4231749	IC 011: Special effects system for use as a vaporizer comprised of a cryogenic vaporizer, a control box, a optional humidifier, solenoids, metal pipelines and elbows, metal anchors and a fluid outlet
4.	KRYOGUN	06-28-2012 85/663744	05-07-2013 4330896	IC 011: Fog making machines

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	TRADEMARK	FILING DATE/SER. NO.	REGISTRATION DATE/REG. NO.	GOODS/SERVICES
5.	KRYOKITCHEN	06-28-2012 85663802	04-30-2013 4327255	IC 011: Beverage-cooling apparatus; Ice cream makers; Ice machines and apparatus; Immersion style chiller for use in food processing, functioning as last bacteriological intervention point in the chilling system; Refrigeration equipment, namely, food and beverage chilling units; Refrigeration equipment, namely, rapid food chilling units
6.	KRYOPAK	01-11-2013 85820775	08-20-2013 4387800	IC 011: Fog making machines
7.	KRYOJET	01-11-2013 85820817	08-20-2013 4387802	IC 011: Fog making machines
8.	KRYOSYSTEM	02-21-2013 85855842	01-09-2018 5375503	IC 011: Fog making machines
9.	KRYOBOT	03-15-2013 85877613	Abandoned	IC 041: Entertainment in the nature of live performances by a performer with a fog making machine
10.	KRYOBOT	03132013 85875338	08-27-2013 4392365	IC011: Fog making machines
11.	KRYOSTATION	04262013 85916112	12-17-2013 4450949	IC021: Wheeled carts for use in preparation of frozen foods

	TRADEMARK	FILING	REGISTRATION	GOODS/SERVICES
		DATE/SER.	DATE/REG. NO.	
		NO.		
12.	KRYOSTATION	07122013	12-17-2013	IC019: Non-motorized cart
				for storage of bowls and
		86009104	4451536	equipment
13.	KRYOLAB	07-31-2013	01-09-2018	Class 039: Laboratory; room
		86025169	5375512	for storing cryogenic products
14.	KRYOBOX	07-31-2013	12-10-2013	Class 009: Electric control
		86025143	4447992	panels; Electrical
		00025145	4447332	controllers; Electrical controlling devices
				controlling devices
15.	KRYOTEK			
1.6	VDVOLINADDELLA	04 10 2012	Lune 17 2014	10.011 5
16.	KRYOUMBRELLA	04-10-2013	June 17 2014	IC 011: Fog generators; Fog machines; Fog making
		85900932	4552931	machines
17.	HARDNIPPLES			
18.	KRYOWORLD			
19.	KRYOGIRLS			
20.	KRYOCABANA	07-11-2013	07-22-2014	IC 022: Canopies; Fabric
		86008332	4573580	cabanas; Tents
		00000332	4373360	
21.	KRYOMIXER	07-11-2013	12-10-2013	IC 007: Electric Mixers;
		86008334	4447976	Electric mixers for household purposes;
				Kitchen machines, namely,
				electric standing mixers
22	KDVOTURE	07.11.2012	4562672	IC 031. Treated alone to be
22.	KRYOTUBE	07-11-2013	4562672	IC 021: Treated glass tube with metallic base designed
		86008337	July 8 2014	to hold liquid nitrogen for
				food and drink preparation
	VPV0.0.1	00.00.0017	00.00.00.00	10.044.5
23.	KRYOSATELLITE	02-06-2013	08-20-2013	IC 011: Fog making machines
		85842697	4388169	macilites

	TRADEMARK	FILING DATE/SER. NO.	REGISTRATION DATE/REG. NO.	GOODS/SERVICES
24.	KRYOMAX			
25.	KRYOBOT	10-30-2013	03-01-2016	IC 011: Fog making machines
		86105772	4909238	macinics
26.	KRYOBOT	10-30-2013	03-01-2016	IC 011: Fog making machines
		86105766	4909237	
27.	KRYOBAR	07-31-2013	06-09-2015	International Class 021:
	293-014	86/025174	4752502	Barware, namely, cocktail shakers, bowls, glasses and plates
28.	KRYOBAR Design	02-18-2014	09-16-2014	International Class 021:
	T[®]kryo bar	86/197014	4605371	Barware, namely, cocktail shakers, bowls, glasses and plates

29.	KRYOBIO Design	06-30-2017	Abandoned	International Class 10:
	KryoBio 293-042	87512368		Cold therapy devices, namely, cold water pools and cold air chambers for removing heat from targeted areas of human or animal tissue to increase mobility in body parts and to reduce inflammation; cold therapy equipment and devices, namely, cold therapy fluid circulation systems comprised of pools, chambers, chillers, and pumps for the treatment and rehabilitation of bones, joints, muscles, tendons, and ligaments; cold therapy equipment, namely, cold therapy machines for cooling of skin surfaces; Medical cold therapy equipment, namely, cold therapy water circulation systems comprised of pools, chambers, chillers, and pumps for the treatment and rehabilitation of bones, joints, and muscles; Temperature controlled massage apparatus for performing cold therapy; Therapeutic device and apparatus, namely, cold water pools and cold air chambers for whole body cold therapy treatment for wellness and physical recovery
30.	KRYOBIO	06-30-2017	Abandoned	International Class 10:
	293-041	87512370		

TRADEMARK	FILING	REGISTRATION	GOODS/SERVICES
	DATE/SER.	DATE/REG. NO.	
	NO.		
			Cold therapy devices,
			namely, cold water pools
			and cold air chambers for
			removing heat from
			targeted areas of human or
			animal tissue to increase
			mobility in body parts and
			to reduce inflammation;
			cold therapy equipment
			and devices, namely, cold
			therapy fluid circulation
			systems comprised of
			pools, chambers, chillers,
			and pumps for the
			treatment and
			rehabilitation of bones,
			joints, muscles, tendons,
			and ligaments; cold therapy
			equipment, namely, cold
			therapy machines for
			cooling of skin surfaces;
			Medical cold therapy
			equipment, namely, cold
			therapy water circulation
			systems comprised of
			pools, chambers, chillers,
			and pumps for the
			treatment and
			rehabilitation of bones,
			joints, and muscles;
			Temperature controlled
			massage apparatus for
			performing cold therapy;
			Therapeutic device and
			apparatus, namely, cold
			water pools and cold air
			chambers for whole body
			cold therapy treatment for
			wellness and physical
			recovery