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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM829251

Stylesheet Version v1.2

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.		08/01/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ENEL X WAY USA, LLC	
Street Address:	360 Industrial Road	
City:	San Carlos	
State/Country:	CALIFORNIA	
Postal Code:	94070	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	5018871	JUICENET	
Registration Number:	4926058	JUICENET	

CORRESPONDENCE DATA

Fax Number: 4076481743

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: 4072365872

Email: jhopkins@foley.com **Correspondent Name:** Jennifer Hopkins

Address Line 1: 301 E. Pine Street, Suite 1200 Address Line 4: Orlando, FLORIDA 32801-2386

ATTORNEY DOCKET NUMBER:	113795-0110
NAME OF SUBMITTER:	Jennifer Hopkins
SIGNATURE:	/Jennifer Hopkins/
DATE SIGNED:	08/03/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") effective as of August 1, 2023, is entered into by and between ENEL X NORTH AMERICA, INC. ("Assignor") and ENEL X WAY USA, LLC ("Assignee").

WHEREAS, Assignor and Assignee are members of a group of affiliated companies;

WHEREAS, Assignor owns the trademarks set forth on Schedule 1 (the "Assigned Marks"); and

WHEREAS, Assignor and Assignee agree that it is in the mutual interests of their collective business to assign the Assigned Marks from Assignor to Assignee, consistent with ongoing business practices and future use of the Assigned Marks.

NOW, THEREFORE, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. Pursuant to the terms herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, assigns and transfers to Assignee, and Assignee's successors and assigns, all of Assignor's rights, title and interest in, to and under the Assigned Marks, together with its common law rights, goodwill and the business associated with the Assigned Marks, and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements and damages), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignee shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Marks to Assignee, or any assignee or successor thereto.
- 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>. Nothing contained in this Assignment will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in any agreements between the parties concerning the subject matter herein, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Assignment being intended only to implement the transfer by Assignor to Assignee of the Assigned Marks.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[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

By: ______

Name: Enrico Viale

Title: CEO of Enel North America

ASSIGNEE

ENEL X WAY USA, LLC

By:

Signed by CHRISTOPHER BAKER on 02/08/2023 at 07:01:40 HADT

Name: Christopher Baker

Title: Head of Enel X Way, North America

Signed by ENRICO VIALE on 02/08/2023 at

SCHEDULE 1

Assigned Marks

Marks	Jurisdiction	Reg. No.	Class	Status
JUICENET	United States	5,018,871	9	Registered
JUICENET	United States	4,926,058	42	Registered

RECORDED: 08/03/2023