

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM847605

<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>
Espresso Supply, Inc.		09/20/2023	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Universal Coffee, LLC		
<b>Street Address:</b>	16141 Heron Ave.		
<b>City:</b>	La Mirada		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90638		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5121827	ESPRESSO SUPPLY	
<b>Registration Number:</b>	5629023	MENTOR	
<b>Registration Number:</b>	3614403	ESPRESSO SUPPLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063813301		
<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>	2063813303		
<b>Email:</b>	Lowe@LoweGrahamJones.com		
<b>Correspondent Name:</b>	David A Lowe		
<b>Address Line 1:</b>	1325 Fourth Avenue		
<b>Address Line 2:</b>	Suite 1130		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	UCOF-5-0000		
<b>NAME OF SUBMITTER:</b>	David A Lowe		
<b>SIGNATURE:</b>	/David A Lowe/		
<b>DATE SIGNED:</b>	10/21/2023		
<b>Total Attachments: 10</b>			
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source=UCOF-5-0000 ASGN ESUP to UCOF x#page8.tif  
source=UCOF-5-0000 ASGN ESUP to UCOF x#page9.tif  
source=UCOF-5-0000 ASGN ESUP to UCOF x#page10.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AND DOMAIN NAME TRANSFER  
AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AND DOMAIN TRANSFER AGREEMENT** (this “**Agreement**”), dated as of September 20, 2023 (the “**Effective Date**”), is made by and among **TURNINGPOINTE, LLC**, as receiver of and on behalf of (a) **ESPRESSO SUPPLY, INC.**, a Washington corporation, and (b) **EKO BRANDS, LLC**, a Washington limited liability company, each with a mailing address of 811 1st Ave, Suite 200, Seattle, Washington 98104 (each an “**Assignor**” or “**Seller**” and collectively, the “**Assignors**”), and **UNIVERSAL COFFEE, LLC**, a California limited liability company with a mailing address of 16141 Heron Ave., La Mirada, California 90638, and/or its permitted assigns (“**Assignee**” or “**Purchaser**” and, together with the **Seller**, the “**Parties**” or, individually, each a “**Party**”).

**WITNESSETH:**

**WHEREAS**, on March 31, 2022, Receiver was appointed as general receiver, pursuant to RCW 7.60, of Espresso Supply, Inc., a Washington corporation, and EKO Brands, LLC, a Washington limited liability company (together, the “**Company**”), by order of the King County Superior Court (the “**Court**”), Case No. 22-2-04598-1 SEA (the “**Receivership Case**”);

**WHEREAS**, this Agreement is delivered in connection with the Transaction contemplated in that certain Asset Purchase Agreement, dated as of the date hereof, by and between the Parties (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, convey, transfer, assign, contribute and/or deliver to Assignee, and Assignee has agreed to purchase from Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Assignor’s right, title and interest, as of the Closing, in and to the Purchased Assets, as the same are described in the Purchase Agreement, free and clear of Encumbrances;

**WHEREAS**, on September 18, 2023, the Court entered that certain Order Granting Receiver’s Amended Sale Order in the Receivership Case [Dkt. No. 119] approving the Purchase Agreement and the transactions contemplated thereby (the “**Sale Order**”);

**WHEREAS**, Assignor is the owner of all right, title, and interest in and to the Intellectual Property and Licenses set forth on Schedules 5.3 to the Purchase Agreement, including, without limitation, (a) the internet domain names and social media accounts used in connection with the Company and the Business, and other proprietary rights associated therewith identified in Schedule A attached hereto (the “**Scheduled Domain Names**”); (b) the trademarks set forth in Schedule B attached hereto (collectively, the “**Scheduled Trademarks**”); and (c) the patents set forth in Schedule C attached hereto (collectively, the “**Scheduled Patents**”) (collectively, the “**Transferred IP**”); and

**WHEREAS**, the execution and delivery of this Agreement by the Parties hereto is contemplated by the Purchase Agreement and the Sale Order and it is a condition to the Closing of the Purchase Agreement that Assignor enter into this Assignment to transfer to Assignee the Transferred IP and the Purchased Assets.

**NOW, THEREFORE**, for the consideration set forth in the Purchase Agreement and the Sale Order, and in accordance with the terms therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller, intending to be legally bound, hereby agree as follows:

1. Recitals: Purchase Agreement and Sale Order Control. This Agreement is subject to all terms and conditions of the Purchase Agreement, which are hereby incorporated by reference. The recitals set forth above are true and correct and incorporated herein by this reference. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, defeat, limit, impair, expand, exceed, enlarge or affect the provisions set forth in, or any Person's rights, remedies or obligations under, the Purchase Agreement or the Sale Order. Notwithstanding anything contained herein to the contrary, to the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, then the Purchase Agreement or the Sale Order, as the case may be, shall control. Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Purchase Agreement, or the Sale Order, as applicable.

2. Transfer and Assignment of Rights in Domain Names. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) all right, title, and interest of Assignor in and to the Scheduled Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries; and

(b) the right of Assignor to sue and collect damages and/or profits for both past and present causes of action related to the Scheduled Domain Names.

3. Assignment of Trademarks. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) all right, title, and interest of Assignor in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as any trademark and service mark applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries; and

(b) the right of Assignor to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks.

4. Assignment of Patents and/or Inventions. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) all right, title and interest of Assignor in and to the Scheduled Patents together with (i) the right to make, use, offer for sale and sell the inventions disclosed therein and the know-how and trade secrets included in the Scheduled Patents, (ii) all continuations, divisions, and renewals of and substitutes for the Scheduled Patents, and in, to, and under any and all additional patents, registrations, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries, (iii) any reissue or reissues or extension or extensions of said patents, including but not limited to all patents, patent applications, and registrations therefor, and (iv) the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose; and

(b) the right of Assignor to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Patents.

5. Domain Name Access and Turnover. Within two (2) Business Days after the Closing Date, Assignor will provide Assignee with all necessary documents and/or instructions to effect the irrevocable transfer of all rights, title and interest in and to the Domain Names and/or the Unscheduled Domain Names and without limiting the foregoing, from Assignor to Assignee (e.g., enable the transfer with the Registrar by providing any necessary code to complete the transfer, such as, for example, Authorization Code (EPP Code) and providing any necessary account credentials desirable for effectuating such transfer, etc.) including, without limitation, copyright and trademark rights, and the goodwill associated with the every use of each Domain Names. Assignor will assist Assignee to complete the transfer of the registration of the Domain Names to Assignee on the books and records of the Registrar.

6. Communication of Facts. Assignor, for itself and its successors and assigns, does hereby covenant that Assignor will communicate to Assignee, or to its successors, assigns, or nominees, without further compensation to Assignor, all known facts respecting the Intellectual Property pertaining to the Business or any of the Purchased Assets, testify in any legal proceedings, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title, and interest in and to the Intellectual Property pertaining to the Business or any of the Purchased Assets and to obtain and enforce proper protection for the Intellectual Property pertaining to the Business or any of the Purchased Assets in any and all countries.

7. Litigation Expenses. Assignee, in its sole and absolute discretion, shall have the right to prosecute any and all lawsuits against any third parties for infringement of the rights of Assignee in the Transferred IP, including the right to collect past damages. Assignor shall cooperate fully with requests of Assignee in the prosecution of any such lawsuit or any other proceeding and agrees to join such suit, if necessary, and shall be reimbursed for its reasonable costs by Assignee. Except as otherwise provided herein or in the Purchase Agreement, each of Assignee and Assignor shall be responsible for payment of their own fees, costs and expenses incurred in connection with the transfer of the Transferred IP.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of the Parties hereto and their assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

9. Entire Agreement. This Agreement, together with the Purchase Agreement (and the Schedules and Exhibits thereto), and the Other Agreements delivered or to be delivered pursuant to the Purchase Agreement, and the Sale Order, contain or will contain the entire agreement among the Parties hereto with respect to the Transaction contemplated herein and therein and supersede all previous oral and written agreements. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the Parties hereto.

10. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington, without giving effect to its conflicts of laws provisions. All Parties consent to the personal and subject matter jurisdiction, and exclusive venue, of the Court located in King County, Washington with respect to any dispute arising out of or related to this Agreement. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

11. Further Assurances. Upon request by Assignee, Assignor shall execute and deliver, at Assignee's reasonable expense, such further conveyance instruments and take such further actions as

Assignee may reasonably request to evidence more fully the transfer of ownership of all right, title and interest in and to the Transferred IP to Assignee or as may be necessary to carry out the purposes of this Agreement.

12. Miscellaneous. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be their original signatures for all purposes.

13. Counterparts; Effective Date; Facsimile or PDF Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be a single instrument, and shall be effective as of the date when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. This Agreement may be executed and delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg, or similar attachment to electronic mail (including any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., DocuSign or Dropbox Sign), each of which shall be deemed an original and shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in Person.

*[Signature page follows]*

*Signature Page to Intellectual Property Assignment and Domain Name Transfer Agreement*

IN WITNESS WHEREOF, the Parties have signed this Intellectual Property Assignment and Domain Name Transfer Agreement as of the date first written above.

**SELLER/ASSIGNOR:**

Espresso Supply, Inc., a Washington corporation  
and  
Eko Brands, LLC, a Washington limited liability  
company

By: TurningPointe, LLC, the Court-appointed  
general receiver for Espresso Supply, Inc. and  
Eko Brands, LLC pursuant to the Order  
Appointing Receiver entered by the Superior  
Court for King County on March 31, 2022, in  
proceeding no. 22-2-04598-1 SEA.

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Eric Camm  
Title: Principal

**PURCHASER/ASSIGNEE:**

Universal Coffee, LLC,  
a California limited liability company

By:   
Name: Adrian Rivera  
Title: CEO

SCHEDULE A

DOMAIN NAMES

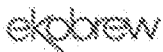
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brewaway.com
brewurway.com
cremaware.com
ekobrew.com
espressosupply.com
espressosupply.net
espressosupply.org
expressosupply.com
wherevercoffeeis.com



**SCHEDULE B****TRADEMARKS****A. EKO BRANDS, LLC****U.S. Trademarks**


<b>Trademark</b>	<b>App. No./Reg. No.</b>	<b>Reg. Date</b>
BREW YOUR WAY	RN: 5397022 SN: 86947728	February 6, 2018
BREW YOUR WAY and Design  <del>BREW YOUR WAY</del>	RN: 5429022 SN: 87019494	March 20, 2018
BREW & SAVE	RN: 4644801 SN: 86253720	November 25, 2014
EKOBREW	RN: 5073356 SN: 87019435	November 1, 2016

VP/61305904

Trademark	App. No./Reg. No.	Reg. Date
EKOBREW (Stylized) 	RN: 5073357 SN: 87019462	November 1, 2016

**B. ESPRESSO SUPPLY, INC.**

**U.S. Trademarks**

Trademark	App. No./Reg. No.
ESPRESSO SUPPLY and Design 	RN: 5121827 SN: 86718809
MENTOR	RN: 5629023 SN: 87618624
ESPRESSO SUPPLY	RN: 3614403 SN: 77217652

## SCHEDULE C

PATENTS

## I U.S. Patents and Patent Applications

Publ./Patent No.	Title	App. No.	App. Date	Publ/Issue Date
US8707855B2	Beverage Brewing Device	US13/467792	2012-05-09	2014-04-29
US8561524B2	Beverage Brewing Device	US13/666693	2012-11-01	2013-10-22
US10154751B2	Beverage Brewing Device	US14/205206	2014-03-11	2018-12-18
US11534017B2	Beverage Brewing Device	US16/178428	2018-11-01	2022-12-27
US11684198A1	Beverage Brewing Device	US16/835165	2020-03-30	2020-08-06
---	Beverage Brewing Device	US18/195903	2023-05-10	
USD677120S1	Beverage Brewing Device	US29/427382	2012-07-17	2013-03-05
USD688095S1	Beverage Brewing Device	US29/427383	2012-07-17	2013-08-20
USD927250S1	Reusable Filter Cartridge	US29/728997	2020-03-23	2021-08-10
-----	Reusable Filter Cartridge	US29/772194	2021-02-26	

**II. Foreign Patents**

<b>Publ/Parent No.</b>	<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>
Canada 2776350C	Beverage Brewing Device	CA2776350	2012-05-09
	Reusable Filter Cartridge	CA3146549	2022-01-24
	Reusable Filter Cartridge	CA205925	2021-08-23
	Reusable Filter Cartridge	CA223654	2023-08-23
	Reusable Filter Cartridge	CA223655	2023-08-23