

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marc B. Zingler		01/01/2024	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	KP-JV, LLC		
Street Address:	7150 Bryan Dairy Road		
City:	Largo		
State/Country:	FLORIDA		
Postal Code:	33777		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1319429	KOOL PAK KOOL PAK	
Registration Number:	1841697	KOOL PAK	
Registration Number:	3649094	KOOL PAK	
Registration Number:	3039676	KOOL-PAK	
Registration Number:	3855261	KOOL PAK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	813-506-5194		
Email:	Patrick.Reid@hwlaw.com		
Correspondent Name:	Patrick A. Reid		
Address Line 1:	101 E. Kennedy Blvd.		
Address Line 2:	Suite 3700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Patrick A. Reid		
SIGNATURE:	/Patrick A. Reid/		
DATE SIGNED:	01/10/2024		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), effective dated as of **January 1, 2024**, is made by Marc B. Zingler ("**Seller**"), in favor of KP-JV, LLC, a Florida limited liability company with an address at 7150 Bryan Dairy Road, Largo, FL 33777 ("**Company**").

WHEREAS, under the terms of the Contribution and Membership Interest Subscription Agreement dated January 1, 2024 by and between Company and Seller ("**Contribution Agreement**"), Seller has conveyed, transferred, and assigned to Company, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Company all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations set forth on **Schedule I** hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Company. Following the date hereof, upon Company's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Company 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 Trademarks to Company, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Company with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full

extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.


5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 Florida, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

SELLER:





Marc B. Zingler

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
KOOL PAK	US	3,855,261	October 5, 2010
KOOL PAK	US	3,039,676	January 10, 2006
KOOL PAK	US	3,869,096	November 2, 2010
KOOL PAK	US	3,649,094	July 7, 2009
	US	1,841,697	June 28, 1994
	US	1,319,429	February 12, 1985