

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI9837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Lemon Perfect Company		02/06/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Individual Name:	Yanni Hufnagel		
Street Address:	980 Howell Mill Road, Unit 1002		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	INDIVIDUAL: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90831660	POPWATER	
CORRESPONDENCE DATA			
Fax Number:	2158325360		
<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:	2155695360		
Email:	mhomyk@blankrome.com,trademarks@blankrome.com		
Correspondent Name:	Matthew Homyk		
Address Line 1:	One Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	162492-00101		
NAME OF SUBMITTER:	MATTHEW HOMYK		
SIGNATURE:	MATTHEW HOMYK		
DATE SIGNED:	02/08/2024		
Total Attachments: 3			
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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of the date of the last signature below by and between THE LEMON PERFECT COMPANY, a Delaware corporation with an address of 956 Brady Avenue NW, Second Floor, Atlanta, Georgia 30318 (“Assignor”), and YANNI HUFNAGEL, a United States individual with an address of 980 Howell Mill Road, Unit 1002, Atlanta, Georgia 30318 (“Assignee”). Assignor and Assignee are sometimes individually referred to as a “Party” and, collectively, as the “Parties.”

- A. WHEREAS, Assignor is the sole owner of all rights, title, and interest, on a worldwide basis, to the intellectual property rights, trademarks, and proprietary information regarding the POPWATER business; and Assignee is the successor to the portion of the business to which these trademarks pertain;
- B. WHEREAS, Assignee desires to acquire Assignor’s entire right, title, and interest in and to the trademarks identified on Schedule A attached hereto (the “Trademarks”), for which Assignor owns federal applications and registrations in the United States Patent and Trademark office and other trademark offices around the world, together with the associated goodwill and the portion of the business to which the Trademarks pertain; and
- C. WHEREAS, Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor’s right, title, and interest in and to all intellectual property rights, Trademarks (including the goodwill and all rights associated therewith), and proprietary information owned by Assignor.

NOW, THEREFORE, for good and valuable, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereto agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms will have the meanings ascribed to them as follows:

(a) “Assigned Property” means the Proprietary Information and Trademarks.

(b) “Proprietary Information” means any confidential or proprietary information, know-how, or trade secret that is not in the public domain or regularly disclosed by Assignee to third parties without confidentiality restrictions regarding the POPWATER business.

2. Assignment of Proprietary Information. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants, and transfers and agrees to assign, convey, sell, grant, and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Proprietary Information to the full extent of its ownership or interest therein; including, without limitation, all intellectual property and proprietary rights therein, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information.

3. Assignment of Trademarks. Assignor hereby irrevocably and unconditionally conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the Trademarks; all goodwill associated with the Trademarks and the portion of the business of the Assignor to which the Trademarks pertain; and all other corresponding rights that are or may be secured under the laws of the United States

and any other jurisdiction in the Trademarks. Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.

4. Recordation. Assignor authorizes the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademarks and to issue all registrations for the Trademarks in the name of Assignee. Assignor shall, at Assignee's reasonable expense, execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.

5. General. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by principals of Assignor and Assignee on behalf of Assignor and Assignee. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment may be executed in facsimile or other electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.



IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, as of the date first written above.

THE LEMON PERFECT COMPANY

YANNI HUFNAGEL

DocuSigned by:

DocuSigned by:



A4D3B82F0A3D4D5
Name: Yanni Hufnagel

A4D3B82F0A3D4D5
Date: February 6, 2024

Title: Founder and CEO

Date: February 6, 2024

SCHEDULE A

Trademarks

Trademark	Country	Owner	Application No.	App. Date
POPWATER	USA	The Lemon Perfect Company	90831660	July 15, 2021