

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345070

<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>
Coolerado Corporation		06/09/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	F.F. Seeley Nominees Pty. Ltd.		
<b>Street Address:</b>	112 O'Sullivan Beach Road		
<b>City:</b>	Lonsdale, South Australia		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	5160		
<b>Entity Type:</b>	Proprietary Limited Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4624646	COOLERADO	
<b>Registration Number:</b>	3297895	COOLERADO	
<b>Registration Number:</b>	3282977	COOLERADO COOLER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8588002537		
<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>	858-800-2537		
<b>Email:</b>	jonathan@torreypineslaw.com		
<b>Correspondent Name:</b>	Jonathan A. Muenkel		
<b>Address Line 1:</b>	12636 High Bluff Drive, Suite 400		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Convair Cooler Corporation		
<b>Address Line 1:</b>	1202 N. 54th Street, Bldg. 2, Suite 117		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85043		
<b>NAME OF SUBMITTER:</b>	Jonathan A. Muenkel		
<b>SIGNATURE:</b>	/Jonathan A. Muenkel/		
<b>DATE SIGNED:</b>	06/18/2015		

OP \$90.00 4624646

**Total Attachments: 7**

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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement ("Agreement") effective this 9th day of June, 2015 ("Effective Date") is made by and between Coolerado Corporation, a Delaware corporation, and located at 4430 Glencoe Street, Denver, Colorado, U.S.A. ("Coolerado") and F.F. Seeley Nominees Pty Ltd., a proprietary limited company incorporated in Australia, and located at 112 O'Sullivan Beach Road, Lonsdale, South Australia 5160, Australia ("Seeley"). Coolerado and Seeley are referred to in this Agreement individually as "Party" and collectively as the "Parties."

**WHEREAS**, Coolerado is the owner of certain Seller Intellectual Property, as that term is defined, and identified, in an Asset Purchase Agreement dated June 9th, 2015 by and among Coolerado and Seeley International Acquisition Co., Ltd., a Colorado Limited Liability Company (the "Asset Purchase Agreement");

**WHEREAS**, Seller Intellectual Property, as defined in the Asset Purchase Agreement, includes, but is not limited to, the patents, patent applications and trademarks listed in Exhibit A attached hereto;

**WHEREAS**, Coolerado desires to assign the Seller Intellectual Property to Seeley as provided in said Asset Purchase Agreement including, but not limited to, all related intellectual property, license agreements, patents, copyrights, trademarks, trade secrets, know-how, and good will associated with any trademarks, that are listed in Exhibit A;

**WHEREAS**, Seeley desires to acquire from Coolerado such assignment of the Seller Intellectual Property; and

**WHEREAS**, the Parties desire to have a recordable instrument assigning from the Coolerado to Seeley all of Coolerado's ownership interests in and to the Seller Intellectual Property, (including those items listed in Exhibit A attached hereto), and, with respect to the patents and patent applications listed in Exhibit A, any and all provisionals, continuations, divisions, continuation-in-parts, reissues, reexaminations, extensions, substitutions, and foreign counterparts thereof, including all United States and foreign patents issuing therefrom, and, with respect to all European Patent Convention patents and patent applications, including corresponding rights in national patents in any member state in which the European Patent, when granted, is nationalized.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Coolerado, intending to be legally bound, does hereby sell, assign, transfer and deliver unto Seeley, its successors, legal representatives and assigns, all right, title and interest in, to and under the Seller Intellectual Property (including the patents, patent applications and trademarks listed in Exhibit A hereto), and all other rights associated with the Seller Intellectual Property, including, without limitation, the associated goodwill in any trademarks that form part of the Seller Intellectual Property, and in the business, products and services symbolized by said trademarks, including any and all common law rights, priorities and privileges associated with said trademarks, and any and all the right to sue for any past infringement of the Seller Intellectual Property (collectively, the "Seller Intellectual Property Rights"), and Seeley hereby accepts the foregoing assignment of the Seller Intellectual Property Rights.

2. The terms of the Asset Purchase Agreement are incorporated herein by reference and capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Asset Purchase Agreement.

3. This Agreement is intended only to document the assignment of the Seller Intellectual Property Rights from Coolerado to Seeley, and the Asset Purchase Agreement is the exclusive source of the agreement and understanding between Seller and Buyer respecting the Purchased Assets. Nothing in this Agreement shall limit, expand or otherwise affect any of the representations, warranties or covenants contained in the Asset Purchase Agreement. To the extent any term or provision herein is inconsistent with the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

4. Coolerado shall, upon request from Seeley or its affiliates and without further compensation, execute and deliver to Seeley such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary to confirm and assure the rights and obligations provided for in this Agreement and the Asset Purchase Agreement, and render effective the consummation of the transactions contemplated hereby and thereby including, but not limited to, the execution of all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to Seeley all facts known to Coolerado relating to the invention and the history hereof; and generally do everything possible which Seeley shall consider necessary for vesting title to the Seller Intellectual Property Rights in Seeley, and for securing, maintaining and enforcing proper protection of the Seller Intellectual Property Rights.

5. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Each party to this Agreement represents and warrants to each other party that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel (or chose not to), and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

7. This Intellectual Property Assignment Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without giving effect to the principles of conflicts of laws thereof and shall be binding on the heirs, assigns, representatives and successors of Coolerado and extending to the successors, assigns, and nominees of Seeley.

[Signature Page Follows]

IN WITNESS WHEREOF, Coolerado and Seeley have caused this assignment to be executed by their duly authorized officers as of the date first above written.

Coolerado Corporation,  
a Delaware Corporation

F.F. Seeley Nominees Pty Ltd., 09 JUN 2015 10:29 AM  
a proprietary limited company in Australia

By: [Signature]

By: [Signature]

Name: THOMAS J. TEYNOR

Name: JON SEELEY

Title: CEO

Title: DIRECTOR

Witnessed:

Witnessed:

[Signature]  
JONATHAN MUENKEL

[Signature]  
JONATHAN MUENKEL

NOTARY ACKNOWLEDGMENT

State of Colorado

County of Denver

The foregoing Intellectual Property Assignment Agreement was acknowledged before me this June 9th, 2015 by Jon Seeley of F. F. Seeley Nominees Pty. Ltd., a proprietary limited company incorporated in Australia, on behalf of the company.

[Signature]  
(Notary's Official Signature)

4/17/2017  
(Commission Expiration)

MARGARET L. MOUSSEAU  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20134023014  
MY COMMISSION EXPIRES APRIL 17, 2017

[SEAL]

NOTARY ACKNOWLEDGMENT

State of Colorado

County of Denver

The foregoing Intellectual Property assignment Agreement was acknowledged before me this June 9th, 2015 by Thomas J. Teynor of Coolerado Corporation, a Delaware corporation, on behalf of the corporation.

[Signature]  
(Notary's Official Signature)

4/17/2017  
(Commission Expiration)

MARGARET L. MOUSSEAU  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20134023014  
MY COMMISSION EXPIRES APRIL 17, 2017

[SEAL]

**EXHIBIT A**  
**COOLERADO PATENTS, PATENT APPLICATIONS AND TRADEMARKS ASSIGNED TO SEELEY**

**I. Coolerado Patents and Patent Applications**

Title	Identification Number	Jurisdiction
Method and Apparatus of Indirect-Evaporative Cooling	6,497,107	United States
Method and Plate Apparatus for Dew Point Evaporative Cooler	6,581,402	United States
Method and Plate Apparatus for Dew Point Evaporative Cooler	2001/294,882	Australia
Method and Plate Apparatus for Dew Point Evaporative Cooler	2,423,472	Canada
Method and Plate Apparatus for Dew Point Evaporative Cooler	App - ZL01819555.5 Pub - 1554009 Pat - 100380082	China
Method and Plate Apparatus for Dew Point Evaporative Cooler	1334325	EP <sup>1</sup> <ul style="list-style-type: none"> <li>• Austria</li> <li>• Belgium</li> <li>• Switzerland</li> <li>• Cyprus</li> <li>• Germany</li> <li>• Denmark</li> <li>• Spain</li> <li>• Finland</li> <li>• France</li> <li>• U.K.</li> <li>• Greece</li> <li>• Ireland</li> <li>• Italy</li> <li>• Luxembourg</li> <li>• Monaco</li> <li>• Netherlands</li> <li>• Portugal</li> <li>• Sweden</li> <li>• Turkey</li> </ul>

<sup>1</sup> Includes patents stemming from EP 1334325, and designated within the individual European countries listed immediately below.

**EXHIBIT A  
COOLERADO PATENTS, PATENT APPLICATIONS AND TRADEMARKS ASSIGNED TO SEELEY**

<b>Title</b>	<b>Identification Number</b>	<b>Jurisdiction</b>
Method and Plate Apparatus for Dew Point Evaporative Cooler	213,343	India
Method and Plate Apparatus for Dew Point Evaporative Cooler	155,022	Israel
Method and Plate Apparatus for Dew Point Evaporative Cooler	4,422,962	Japan
Method and Plate Apparatus for Dew Point Evaporative Cooler	238,022	Mexico
Method and Plate Apparatus for Dew Point Evaporative Cooler Using a Trough Wetting System	6,705,096	United States
Method and Plate Apparatus for Dew Point Evaporative Cooler Using a Trough Wetting System	2002/346,722	Australia
Method and Plate Apparatus for Dew Point Evaporative Cooler Using a Trough Wetting System	2,469,648	Canada
Method and Plate Apparatus for Dew Point Evaporative Cooler Using a Trough Wetting System	App - 02828060.1 Pub - 1633330 Pat - 100557360	China
Method and Plate Apparatus for Dew Point Evaporative Cooler Using a Trough Wetting System	App No. 02784792.0 Pub. No. 1465721 (Pending)	EP
Method and Plate Apparatus for Dew Point Evaporative Cooler Using a Trough Wetting System	203,645	India
Method and Plate Apparatus for Dew Point Evaporative Cooler Using a Trough Wetting System	162,367	Israel
Method and Plate Apparatus for Dew Point Evaporative Cooler Using a Trough Wetting System	4,081,009	Japan
Method and Plate Apparatus for Dew Point Evaporative Cooler Using a Trough Wetting System	266,165	Mexico
Method and Plate Apparatus for Dew Point Evaporative Cooler Using a Trough Wetting System	2,320,947	Russia
Method and Plate Apparatus for Dew Point Evaporative Cooler Using a Trough Wetting System	104,778	Singapore
Method and Apparatus for Dew Point Evaporative Product Cooling	6,776,001	United States
Method and Plate Apparatus for Dew Point Evaporative Cooler	7,197,887	United States
Plate Heat and Mass Exchanger with Edge Extension	7,228,699	United States
Plate Heat and Mass Exchanger with Edge Extension	2005/215,644	Australia
Plate Heat and Mass Exchanger with Edge Extension	2,554,512	Canada
Plate Heat and Mass Exchanger with Edge Extension	App - 200580005018.X Pub - 1918435 Pat - 100439807	China

**EXHIBIT A  
COOLERADO PATENTS, PATENT APPLICATIONS AND TRADEMARKS ASSIGNED TO SEELEY**

Title	Identification Number	Jurisdiction
Plate Heat and Mass Exchanger with Edge Extension	App - 05713879.4 Pub - 1716369	EP <sup>2</sup> <ul style="list-style-type: none"> <li>• Belgium</li> <li>• Switzerland</li> <li>• Cyprus</li> <li>• Germany</li> <li>• Denmark</li> <li>• Spain</li> <li>• France</li> <li>• Ireland</li> <li>• Italy</li> <li>• Netherlands</li> <li>• Portugal</li> <li>• Sweden</li> <li>• Turkey</li> </ul>
Plate Heat and Mass Exchanger with Edge Extension	231,723	India
Plate Heat and Mass Exchanger with Edge Extension	177,077	Israel
Plate Heat and Mass Exchanger with Edge Extension	254,591	Mexico
Plate Heat and Mass Exchanger with Edge Extension	124,514	Singapore
Reduction of Scale Build-Up in An Evaporative Cooling Apparatus	App. No. 14/309,166 App. Pub. No. US2014/0374067	United States
Reduction of Scale Build-Up in An Evaporative Cooling Apparatus	App. No. PCT/US14/43164 App. Pub. No. WO2014/205204	PCT / WO
Water Delivery System for an Evaporative Cooler	App. No. 14/459,840 App. Pub. No. US2015/0052929	United States
Water Delivery System for an Evaporative Cooler	App. No.	PCT / WO



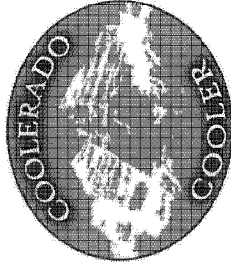
<sup>2</sup> Includes patents stemming from EP 1716369, and designated within the individual European countries listed immediately below.



**EXHIBIT A  
COOLERADO PATENTS, PATENT APPLICATIONS AND TRADEMARKS ASSIGNED TO SEELEY**

Title	Identification Number	Jurisdiction
	PCT/US14/51115 App. Pub. No. WO2015/026630	
An Evaporative Cooler Plate With A Wicking Control Feature	U.S. Provisional App. No. 62/132,367	United States

**II. Coolerado Trademarks**

Mark	Registration Number	Jurisdiction
	4,624,646	U.S.
	1,603,980	Australia
COOLERADO	3,297,895	U.S.
COOLERADO	1,603,979	Australia
	3,282,977	U.S.