

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Water Planet, Inc.		11/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Polycera, Inc.		
Street Address:	721 S. Glasgow Ave.		
Internal Address:	Suite D		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4692440	POLYCERA	
Registration Number:	5481882	SPIRAL MONOLITH	
CORRESPONDENCE DATA			
Fax Number:	4242391882		
<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:	4242391890		
Email:	ipdocketing@lkpgl.com		
Correspondent Name:	LKP Global Law, LLP		
Address Line 1:	1901 Avenue of the Stars		
Address Line 2:	Suite 480		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Andrew B. Chen		
SIGNATURE:	/Andrew B. Chen/		
DATE SIGNED:	11/15/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is entered into by and between Water Planet, Inc., a Delaware corporation ("Assignor"), and Polycera, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of those certain trademark registrations identified in Schedule A attached hereto (the "Assigned Trademarks"); and

WHEREAS, Assignor and Assignee were parties to that certain Business Unit Separation Agreement dated November 21, 2017, which provides, among other things, the entire right, title and interest in, to and under the Assigned Trademarks shall be transferred to Assignee.

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

1. Assignment. Assignor does hereby sell, assign, transfer and set over to Assignee all its right, title and interest, whether statutory or at common law, in, to and under the Assigned Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover, either at law or in equity, for any past, present and future infringement thereof (and the right to receive and retain the proceeds relating to those infringements), and the right to secure registration of such Assigned Trademarks, and the right to initiate other proceedings before all governmental entities with respect to such Assigned Trademarks.
2. Representations and Warranties. Assignor represents and warrants to Assignee that: (i) Assignor has the right, power and authority to enter into this Assignment; (ii) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Assigned Trademarks and has used the Assigned Trademarks; (iii) the Assigned Trademarks are subject to a lien in favor of NFS and are otherwise free of any other liens, security interests, encumbrances or licenses; (iv) there are no claims, pending or threatened, with respect to Assignor's rights in the Assigned Trademarks; (v) this Assignment is valid, binding and enforceable in accordance with its terms; and (vi) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.
3. Amendment. This Assignment may only be amended, modified or supplemented by a writing signed by duly authorized representatives of both parties.
4. No Challenge. Assignor acknowledges and agrees not to challenge or assist or cooperate with any third party in challenging or taking any position contrary to or inconsistent with Assignee's sole and exclusive rights in and to the Assigned Trademarks or to the validity of Assignee's ownership thereof.
5. Severability. If any part of this Assignment is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same effect and intent as the original provision and the remainder of this Assignment will remain in full force.
6. Further Actions. Assignor agrees to execute and deliver all papers, instruments and assignments and to perform such other reasonable acts as Assignee may deem necessary to secure to Assignee the rights herein assigned and/or which may be necessary to obtain, renew, issue or enforce the

Assigned Trademarks. Assignor further expressly agrees that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Assigned Trademarks to Assignee in the United States Patent and Trademark Office.

7. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the laws (excluding conflict of law rules and principles) of the State of Delaware applicable to the agreements made and to be performed entirely with such State, including all matters of construction, validity, and performance.

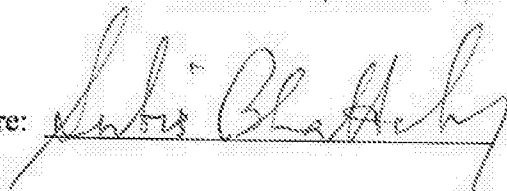
8. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be executed and delivered by Assignor (or its officers duly authorized) on the date written below.

Assignor:

WATER PLANET, INC.

Dated: November 10, 2019

Signature: 


Name: SUBIR BHATTACHARJEE

IN WITNESS WHEREOF, Assignee accepts this Assignment, which has been executed and delivered.

Assignee:

POLYCERA, INC.

Dated: November 10, 2019

Signature: 

Name: Eric M. V. Hoek

SCHEDULE A
to
TRADEMARK ASSIGNMENT

Trademark	Jurisdiction	Appl. Date	Appl. No.	Reg. No.
POLYCERA	USA	7/21/2014	86342785	4692440
SPIRAL MONOLITH	USA	10/26/2016	87216879	5481882

