

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NanoPore, Incorporated		01/31/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	NanoCool, LLC		
Street Address:	2525 Alamo Ave. SE		
City:	Albuquerque		
State/Country:	NEW MEXICO		
Postal Code:	87106		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76303989	NANOCOOL	
Serial Number:	88546703	PICOCOOL	
Serial Number:	88546692	SHUTTLE	
Serial Number:	88546682	DEEPPFREEZE	
Serial Number:	88634267	A COOL REVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	305.482.86		
<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:	305.482.8400		
Email:	ipdocketing@foley.com		
Correspondent Name:	LAURA GANOZA OF FOLEY & LARDNER LLP		
Address Line 1:	ONE BISCAYNE TOWER		
Address Line 2:	2 SOUTH BISCAYNE BOULEVARD, SUITE 1900		
Address Line 4:	MIAMI, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	109506-8121		
NAME OF SUBMITTER:	Katherine P. Califa		
SIGNATURE:	/Katherine P. Califa/		
DATE SIGNED:	03/02/2020		

OP \$140.00 76303989

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of January 31, 2020 (this "Assignment"), is made and entered into by and between NanoPore, Incorporated, a Nevada corporation ("Assignor") and NanoCool, LLC, a Delaware limited liability company ("Assignee"). Unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings respectively given to them in the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignee, Pelican Nanocool Holdings, LLC, a Delaware limited liability company ("Buyer"), and certain members of Assignee signatory thereto.

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Acquired Business IP, including, without limitation, any and all common law trademark rights, trademark registrations and applications, copyright registrations and applications set forth on Schedule A attached hereto so that Assignee can assign the same to Buyer pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignment. Effective immediately prior to the Closing and, in each case, upon the terms and subject to the conditions contained in the Purchase Agreement, but subject to Section 5, below, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, free and clear of all Liens all of Assignor's right, title and interest in and to (a) the Acquired Business IP, (b) together with all the goodwill of the Business associated with any trademarks of the Business, and (c) all benefits, privileges, causes of action, claims, and remedies relating thereto throughout the world, including all of its rights to: (i) apply for and maintain all registrations, renewals, and/or extensions thereof; (ii) claim priority under United States law or international convention; (iii) bring actions and recover damages for past, present, and future infringement or other violation thereof; and (iv) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, registrar of Business Domain Names and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the owner of the Acquired Business IP, and to issue any and all of the Business's trademarks, domain names and copyrights to Assignee, as assignee of the entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Acquired Business IP.

3. Further Assurances. Assignor shall execute additional documents and provide Assignee with reasonable cooperation and assistance, at Assignee's request and expense, as are reasonably requested by Assignee from time to time to effect, register, or maintain the rights assigned herein.

4. Miscellaneous.

a. This Assignment shall be without prejudice to the Purchase Agreement. Except as is set forth in Section 5, below, in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

b. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware (including in respect of any claim or cause of action, whether in contract, tort or statute, that may be based upon, arise out of, or relate to this Assignment, or the negotiation, execution or performance hereof, and including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute) that apply to agreements made and performed entirely within the State of Delaware, without regard to the conflicts of law provisions thereof or of any other jurisdiction.

c. This Assignment shall be subject to the provisions of Article 8 of the Purchase Agreement, *mutatis mutandis*.

5. NanoPore Trademark and Patents Excluded. Notwithstanding anything in this Assignment to the contrary and for the avoidance of any confusion, Assignor is not selling, assigning, transferring, conveying, or delivering to Assignee pursuant to this Assignment (a) any interest in the NanoPore name or any trademarks rights in the NanoPore name or (b) any patents or patent applications, reexaminations, extensions, provisionals, continuations and continuations-in-part thereof or counterparts claiming priority therefrom, or any rights pertaining to the foregoing.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Assignment Agreement to be executed on the date first set forth above.

**ASSIGNOR:
NANOPORE, INCORPORATED**

By: _____
Name: Douglas Smith
Title: President

**ASSIGNEE:
NANOCOOL, LLC**

By: _____
Name: Douglas Smith
Title: Authorized Manager

Schedule A

Registered Trademarks:

Item #	Trademark	Country	Application #	Application date	Registration #	Registration Date
1	NanoCool	US	76,303,989	8/22/2001	2,971,180	7/19/2005
2	NanoCool	Canada	1,131,976	2/21/2002	TMA669,749	8/14/2006
3	NanoCool	EU	002588416	2/21/2002	002588416	6/30/2003
4	NanoCool	UK	2272758	6/16/2001	2272758	11/30/2001
5	NanoCool	Japan	2002-13484	2/22/2002	4677444	5/30/2003
6	PicoCool	US	88/546,703	7/29/2019		
7	Shuttle	US	88/546,692	7/29/2019		
8	DeepFreeze	US	88/546,682	7/29/2019		
9	A Cool Revolution	US	88/634,267	9/27/2019		

Internet Domain Names:

nanocool.com