

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564801

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NanoCool LLC		01/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pelican NanoCool Holdings, LLC		
<b>Street Address:</b>	23215 Early Avenue		
<b>City:</b>	Torrance		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90505		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76303989	NANOCOOL	
<b>Serial Number:</b>	88546703	PICOCOOL	
<b>Serial Number:</b>	88546692	SHUTTLE	
<b>Serial Number:</b>	88546682	DEEPFREEZE	
<b>Serial Number:</b>	88634267	A COOL REVOLUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3054828600		
<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>	305.482.8400		
<b>Email:</b>	ipdocketing@foley.com		
<b>Correspondent Name:</b>	LAURA GANOZA OF FOLEY & LARDNER LLP		
<b>Address Line 1:</b>	ONE BISCAYNE TOWER		
<b>Address Line 2:</b>	2 SOUTH BISCAYNE BOULEVARD, SUITE 1900		
<b>Address Line 4:</b>	MIAMI, FLORIDA 33131		
<b>ATTORNEY DOCKET NUMBER:</b>	109506-8121		
<b>NAME OF SUBMITTER:</b>	Katherine P. Califa		
<b>SIGNATURE:</b>	/Katherine P. Califa/		

OP \$140.00 76303989

<b>DATE SIGNED:</b>	03/02/2020
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**Total Attachments: 5**

- source=3. Project Sunshine - IP Assignment Agreement Nanocool to Pelican (FINAL EXECUTED) (003)#page1.tif
- source=3. Project Sunshine - IP Assignment Agreement Nanocool to Pelican (FINAL EXECUTED) (003)#page2.tif
- source=3. Project Sunshine - IP Assignment Agreement Nanocool to Pelican (FINAL EXECUTED) (003)#page3.tif
- source=3. Project Sunshine - IP Assignment Agreement Nanocool to Pelican (FINAL EXECUTED) (003)#page4.tif
- source=3. Project Sunshine - IP Assignment Agreement Nanocool to Pelican (FINAL EXECUTED) (003)#page5.tif

## 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 NanoCool LLC, a Delaware limited liability company ("Assignor") and Pelican NanoCool Holdings, 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, Assignor, and certain members of Assignor signatory thereto.

WHEREAS, pursuant to, and subject to the terms and conditions of the Purchase Agreement, on the Closing Date and at the Closing, Assignor has agreed to sell, assign, transfer and convey 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 and Internet domain name registrations ("Business Domain Names") set forth on Schedule A attached hereto.

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 as of the Closing and, in each case, upon the terms and subject to the conditions contained in the Purchase Agreement, 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 provide to Assignee the username and password to access and log in to the Business's domain name account(s). 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, including, without limitation, promptly

responding to, and providing information relating to the transfer of the Business's domain names as requested by, the registrar thereof.

4. Miscellaneous.

a. This Assignment shall be without prejudice to the Purchase Agreement. 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.

[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:**  
**NANOCOOL LLC**

By: \_\_\_\_\_  
Name: Douglas Smith  
Title: Authorized Manager

**ASSIGNEE:**  
**PELICAN NANOCOOL HOLDINGS, LLC**  
By: Pelican Biopharma, LLC,  
its Manager


By: \_\_\_\_\_  
Name: David Williams  
Title: Chief Operating Officer

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:  
NANOCOOL LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:  
PELICAN NANOCOOL HOLDINGS, LLC**  
By: Pelican Biopharma, LLC,  
its Manager

By:  \_\_\_\_\_  
Name: David Williams  
Title: Chief Operating Officer

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