

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenteaspoon, Inc.		10/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PanTheryx, Inc.		
Street Address:	5480 Valmont Road, Suite 325		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4742398	GOODGUT	
Registration Number:	4823395	GOODGUT RESCUE	
Registration Number:	4942214	PRELIVA	
CORRESPONDENCE DATA			
Fax Number:	3057401941		
<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) 740-1960		
Email:	mjames@adslp.com		
Correspondent Name:	Colleen M. Grady		
Address Line 1:	355 Alhambra Circle		
Address Line 2:	Suite 1450		
Address Line 4:	MIAMI, FLORIDA 33134		
NAME OF SUBMITTER:	Marlene James		
SIGNATURE:	/Marlene James/		
DATE SIGNED:	10/15/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of October 8, 2020, is made by Greenteaspoon, Inc. (“**Seller**”), a Delaware corporation, located at 145 Tasso Street, Palo Alto, California 94301 (“**Assignor**”), in favor of PanTheryx, Inc., a Colorado corporation, located at 5480 Valmont Road, Suite 325, Boulder, Colorado 80301 (“**Assignee**”), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee and Assignor dated as of October 8, 2020 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned IP**”):

the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

GREENTEASPOON, INC.

By Robert G. Wotring
Name: Robert Wotring
Title: CEO

Address for Notices:

222 Bryant Street
Palo Alto, CA 94301

AGREED TO AND ACCEPTED:

PANTHERYX, INC.

By _____
Name: _____
Title: _____

Address for Notices:

5480 Valmont Road, Suite 325
Boulder, CO 80301

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

GREENTEASPOON, INC.

By _____
Name: _____
Title: _____

Address for Notices:

145 Tasso Street
Palo Alto, CA 94301

AGREED TO AND ACCEPTED:

PANTHERYX, INC.

By Wes
Name: Wes P. Miller
Title: President & CEO

Address for Notices:

5480 Valmont Road, Suite 325
Boulder, CO 80301

TRADEMARK

REEL: 007077 FRAME: 0761

SCHEDULE 1 TO IP ASSIGNMENT
ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Goodgut	US	4742398	May 26, 2015
Goodgut Rescue	US	4823395	September 29, 2015
Preлива	US	4942214	April 19, 2016