

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622888

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900581953

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gentap, LLC		09/30/2020	Limited Liability Company: ARIZONA
MIRIAM ALIBERTI		09/30/2020	INDIVIDUAL: UNITED STATES
MICHAEL WARNER		09/30/2020	INDIVIDUAL: UNITED STATES
KERRY WILKINSON		09/30/2020	INDIVIDUAL: UNITED STATES
CHRISTOPHER ALIBERTI		09/30/2020	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	KOI CREATIONS, INC
Street Address:	85 WEST STREET
City:	WALPOLE
State/Country:	MASSACHUSETTS
Postal Code:	02081
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4789843	COOLER SHOCK
Registration Number:	4807390	GASTAPPER
Registration Number:	5116221	SIPHON PRO
Registration Number:	5856652	SIPHONPRO
Serial Number:	88775653	SHOCK BLOCK
Serial Number:	88623421	PUMPCAN

CORRESPONDENCE DATA

Fax Number:

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.

Email: kiela.abarr@thras.io

Correspondent Name: Kiela Abarr

Address Line 1: 85 West Street

Address Line 4: Walpole, MASSACHUSETTS 02081

TRADEMARK

NAME OF SUBMITTER:	Kiela Abarr
SIGNATURE:	/Kiela Abarr/
DATE SIGNED:	01/28/2021
Total Attachments: 7 source=Gentap Intellectual Property Assignment Agreement_Redacted for Filing_Trademarks#page1.tif source=Gentap Intellectual Property Assignment Agreement_Redacted for Filing_Trademarks#page2.tif source=Gentap Intellectual Property Assignment Agreement_Redacted for Filing_Trademarks#page3.tif source=Gentap Intellectual Property Assignment Agreement_Redacted for Filing_Trademarks#page4.tif source=Gentap Intellectual Property Assignment Agreement_Redacted for Filing_Trademarks#page5.tif source=Gentap Intellectual Property Assignment Agreement_Redacted for Filing_Trademarks#page6.tif source=Gentap Intellectual Property Assignment Agreement_Redacted for Filing_Trademarks#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of September 30, 2020 (the “**Effective Date**”), is entered by and among GENTAP, LLC, an Arizona limited liability company (the “**Company**”), CHRISTOPHER ALIBERTI, an individual (“**CA**”), MIRIAM ALIBERTI, an individual (“**MA**”), MICHAEL WARNER, an individual (“**MW**”), KERRY WILKINSON, an individual (“**KW**” and together with the Company, CA, MA and MW, the “**Assignors**” and each a “**Assignor**”) and KOI CREATIONS, INC., a Delaware corporation (“**Assignee**”) pursuant to that certain asset purchase agreement, dated September 30, 2020, by and among Assignee and, Assignor (as may be amended, supplemented, acquired or otherwise modified from time to time consistent with Section 8.11, the “**Purchase Agreement**”). Together Assignee and the Assignors shall be referred to herein as the “**Parties**” or each, a “**Party**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. 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, assumes, and receives all of Assignor’s right, title, goodwill, and interest in and to the following items, but only to the extent the following are currently owned by the Company and specifically excluding MW, KW, CA or MA’s ownership of intellectual property not related to the Business (collectively, the “**Intellectual Property Assets**”):

a. all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, created, acquired or held including those set forth in Exhibit A attached hereto (collectively, the “**Copyrights**”);

b. all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products, created, acquired or held;

c. all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

d. all patents, patent applications and like protections including, without

limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including those set forth in Exhibit B attached hereto (collectively, the “**Patents**”);

e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

f. [intentionally omitted];

g. all internet websites and internal domain names, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the “**Domain Names**”);

h. all social media pages and accounts, together with the associated usernames and passwords, including, without limitation, those set forth on Exhibit E attached hereto (collectively, the “**Social Media Accounts**”);

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's request, 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 Intellectual Property Assets

to Assignee, or any assignee or successor thereto.

4. Entire Agreement - This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby, including without limitation Seller Affidavit contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

5. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

6. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 8.14 and 8.15 of the Purchase Agreement.

8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNORS:

GENTAP, LLC

By: DocuSigned by:
Miriam Aliberti
73FCBC431ACC48D...

Name: Miriam Aliberti

Title: Member

DocuSigned by:
Miriam Aliberti
73FCBC431ACC48D...

MIRIAM ALIBERTI

DocuSigned by:
Michael Warner
C2D1E0284E3E4F0...

MICHAEL WARNER

DocuSigned by:
Kerry Wilkinson
A0F1538FCF3544F...

KERRY WILKINSON

DocuSigned by:
Chris Aliberti
EDC917E63F9742B...

CHRISTOPHER ALIBERTI

ASSIGNEE:

KOI CREATIONS, INC.

By: DocuSigned by:
Michael Fahey
052A4472D0274E3...

Name: Michael Fahey

Title: Secretary

EXHIBIT A
Copyrights



EXHIBIT B
Patents

Patents						
Status	Country/ Region	Application Number	Patent Number	Type (Design or Utility)	Inventor	Patent Issue Date
██████████	████	██████████	██████████	████	██████████	██████████
██████████	████	██████████	██████████	████	██████████	██████████
██████████	████	██████████	████	████	██████████	████

EXHIBIT C
Trademarks

Registered Trademarks

Registered Trademarks					
Country	Serial Number	Registration Number (Serial # for pending applications)	Mark	Status	Next Step Date
USA	86485114	4789843	Cooler Shock (wordmark)	Registered	Last day without additional fee Aug. 11, 2021
USA	86499994	4807390	GasTapper (design mark)	Registered	Last day without additional fee Sep. 08, 2021
USA	86821585	5116221	Siphon Pro (wordmark)	Registered	Jan. 03, 2022
USA	88313509	5856652	Siphon Pro (design mark)	Registered	Sep. 10, 2024

Unregistered Trademarks

Mark	Type	Application Number (if any)	First Use Date	First Use in Commerce
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

EXHIBIT D
Domain Names

[REDACTED]

EXHIBIT E
Social Media Accounts

[REDACTED]