

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634777

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ZippyYum, LLC | | 03/18/2021 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Avery Dennison Corporation | | |
| Street Address: | 207 Goode Avenue | | |
| City: | Glendale | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91203 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88107393 | ZIPPYYUM | |
| Serial Number: | 88863467 | GOTEMP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 4048156140 | | |
| Email: | miskowitz@ktslaw.com | | |
| Correspondent Name: | Mark Iskowitz, Kilpatrick Townsend | | |
| Address Line 1: | 1100 Peachtree Street, NE Suite 2800 | | |
| Address Line 4: | Atlanta, GEORGIA 30309-4528 | | |
| NAME OF SUBMITTER: | Mark Iskowitz, Kilpatrick Townsend | | |
| SIGNATURE: | /mji/ | | |
| DATE SIGNED: | 03/26/2021 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of March 18, 2021, is made by ZippyYum, LLC, a California limited liability company (“**ZY**”), in favor of Avery Dennison Corporation, a Delaware company (“**AVD**”), the purchaser of substantially all of the assets of ZY pursuant to that certain Asset Purchase Agreement, dated as of February 25, 2021, by and among ZY, AVD and the other signatories thereto (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, ZY has conveyed, transferred, and assigned to AVD, among other assets, certain intellectual property of ZY, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ZY hereby assigns, transfers and conveys to AVD, and AVD hereby accepts, all of ZY's right, title, and interest in and to, the Assignor's entire and undivided right, title, and interest, whether now existing or hereafter acquired, in and to the Intellectual Property related to or used in the operation of the Business (excluding any Excluded Assets), including, without limitation, (i) the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, (ii) the trademark registrations and applications set forth on Exhibit A 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, and (iii) the domain name registrations set forth on Exhibit A hereto, along with any and all registrations and applications for such Intellectual Property and any renewals and extensions of registrations or applications thereof that may be secured under any applicable law now or in the future, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Intellectual Property, including infringement of the Intellectual Property, or other violations, and the right to sue, either at law or in equity, and recover the same in Assignee's name (the “**Assigned IP**”)

2. Recordation and Further Actions. ZY hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by AVD. Following the date hereof, upon the reasonable request of AVD, ZY shall take such steps and actions, and provide such cooperation and assistance to AVD 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to AVD, or any assignee or successor thereto.

3. 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 ZY and AVD 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.

4. 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.

5. 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.

6. 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 Delaware, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

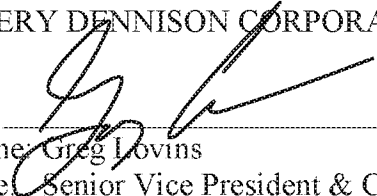
IN WITNESS WHEREOF, the undersigned has duly executed and delivered this IP Assignment as of the date first above written.

ZIPPYYUM, LLC

By: 
Name: **Daniel Riscalla**
Title: President & CEO

AGREED TO AND ACCEPTED:

AVERY DENNISON CORPORATION

By: 

Name: Greg Lovins

Title: Senior Vice President & Chief Financial Officer

EXHIBIT A

Assigned Intellectual Property

[REDACTED]

Trademarks

| <i>Trademark</i> | <i>Country</i> | <i>Filed</i> | <i>Serial No.</i> | <i>Reg. Date</i> | <i>Reg. No.</i> | <i>Status</i> | <i>Owner</i> |
|------------------|----------------|--------------|-------------------|------------------|-----------------|---------------|--------------|
| ZIPPYYUM | US | 8/27/19 | 88107393 | 8/27/19 | 5842751 | Registered | Zippyum LLC |
| GOTEMP | US | 4/8/20 | 88863467 | | | Pending | Zippyum LLC |

[REDACTED]

[Signature Page to IP Assignment Agreement]