

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839553

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900788942		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Split Peak LLC		05/18/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Ergode, Inc.		
Street Address:	14932 KUYKENDAHL ROAD		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77090		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88746062	CLEAN BOTTLE	
Serial Number:	85036383	CLEAN BOTTLE	
Serial Number:	85742654	SQUARE BY CLEAN BOTTLE	
CORRESPONDENCE DATA			
Fax Number:	2317140200		
<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:	2317140100		
Email:	trademarks@revisionlegal.com		
Correspondent Name:	Revision Legal, PLLC		
Address Line 1:	444 Cass Street		
Address Line 2:	Suite D		
Address Line 4:	Traverse City, MICHIGAN 49684		
NAME OF SUBMITTER:	Andrew Jurgensen		
SIGNATURE:	/Andrew Jurgensen/		
DATE SIGNED:	09/15/2023		
Total Attachments: 16			
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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 18th day of May, 2023 (the "Agreement")

Between

Split Peak LLC dba The Clean Hydration Company, a limited liability company incorporated under the laws of the United States, with its registered office address at 1400 SW 8th St, Pompano Beach, Florida ("**Seller**")

The Seller are hereinafter collectively referred to as the "Sellers" (Which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators or successors) of the **ONE PART**;

AND

Ergode Inc, a Corporation, with its office at 14932 Kuykendahl Rd, Houston, TX 77090 (hereinafter referred to as the "**Purchaser**") of the OTHER PART.

The Sellers and the Purchaser are hereinafter singly referred to as the Party and jointly as the Parties

WHEREAS,

- A) The Sellers is engaged in the business operating Split Peak LLC, selling retail goods.
- B) The Sellers' business is devoted to reusable water bottles and drinkware for the sport lifestyle market ("Business");
- C) The Sellers desire to sell and Purchaser desires to purchase certain assets of Sellers used in the Business.

Seller Initials



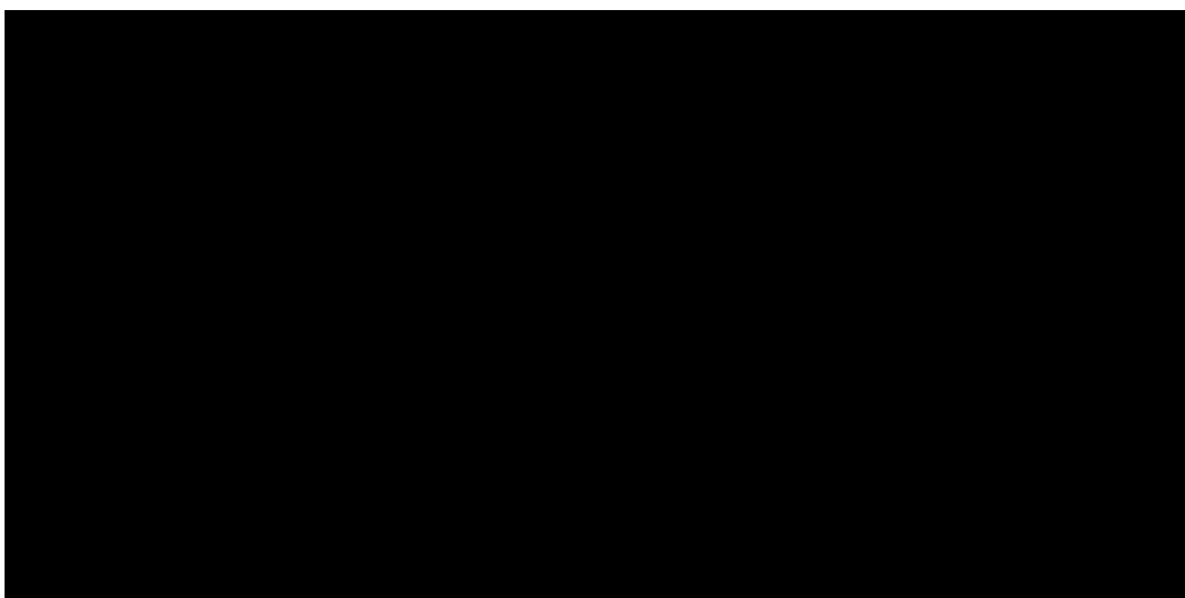
Buyer Initials Reesh Sanghvi

TRADEMARK
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NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purchase of Assets. In consideration of the Purchase Price, Sellers hereby sell, assign, transfer, convey and deliver to Purchaser, and Purchaser hereby purchases from Sellers, all of the assets of Sellers which are currently owned by, or being used in, the operation of the Business, including, but not limited to, all properties, rights (contractual or otherwise) of every kind, nature and description, real, personal and mixed, tangible and intangible, known or unknown, wherever located (collectively, the "Assets"). The Assets include, but are not limited to, all of the Sellers' right, title and interest in each of the following:

- 1.1 The intellectual property rights of Sellers related to the ownership, operation and maintenance of the Business, including but not limited to, all trade secrets, processes, proprietary rights, proprietary knowledge, and customized computer software and related documentation; all trademarks, names and trade names (including, without limitation, the name of the Web Site); all service marks, copyrights, marks, symbols, logos and all applications related thereto; all registrations and licenses, sublicenses or agreements related thereto; and all rights in and to all artwork, plates, tools, molds and dies and computer generated materials, for which an Intellectual Property Assignment Agreement annexed hereto as Exhibit D shall be executed.

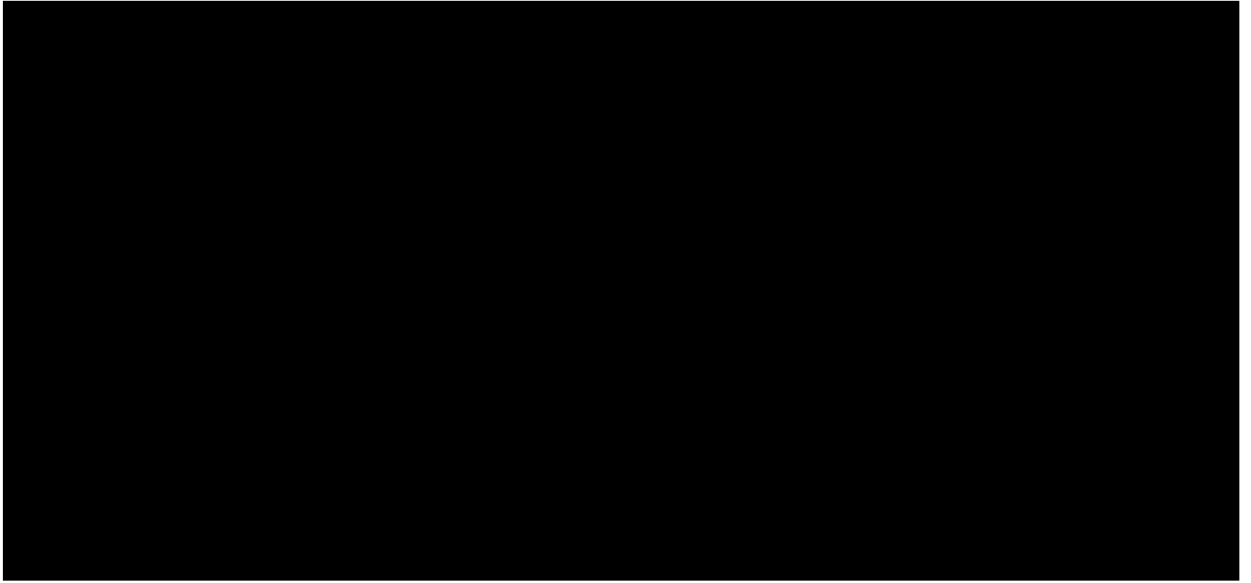


Seller Initials

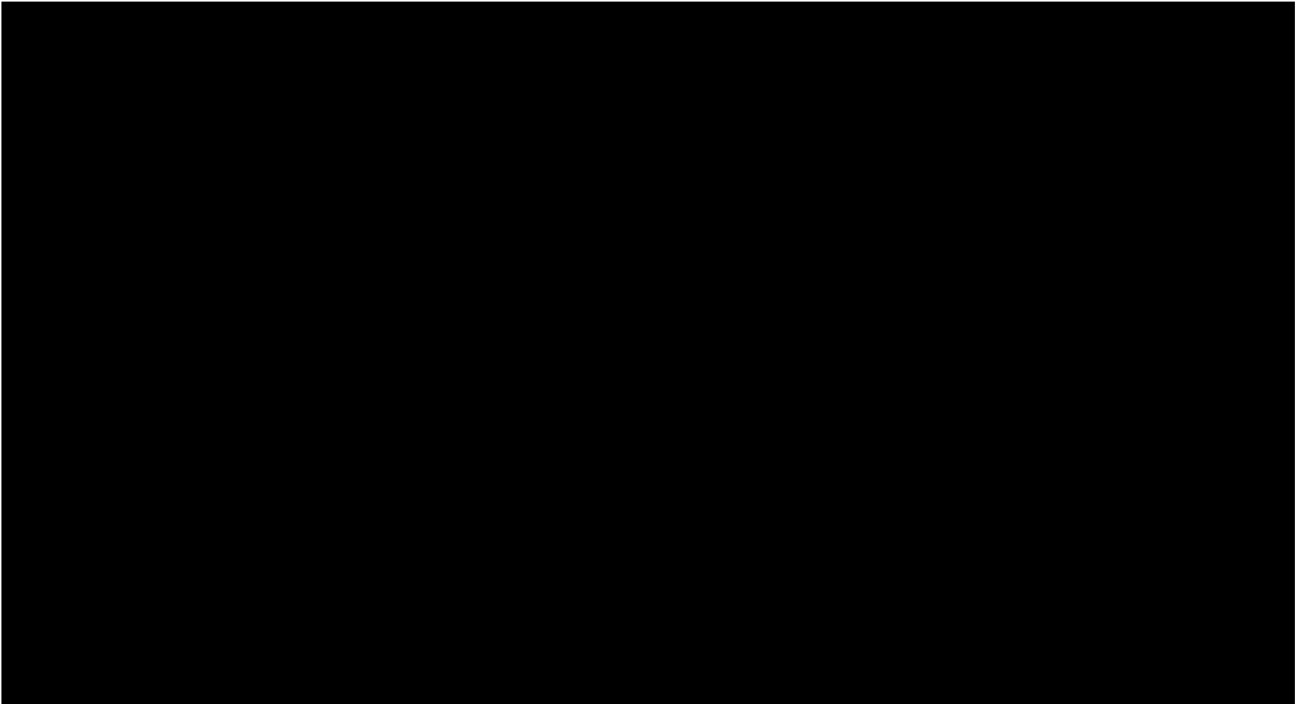
Buyer Initials Rpesh Sanghani

TRADEMARK

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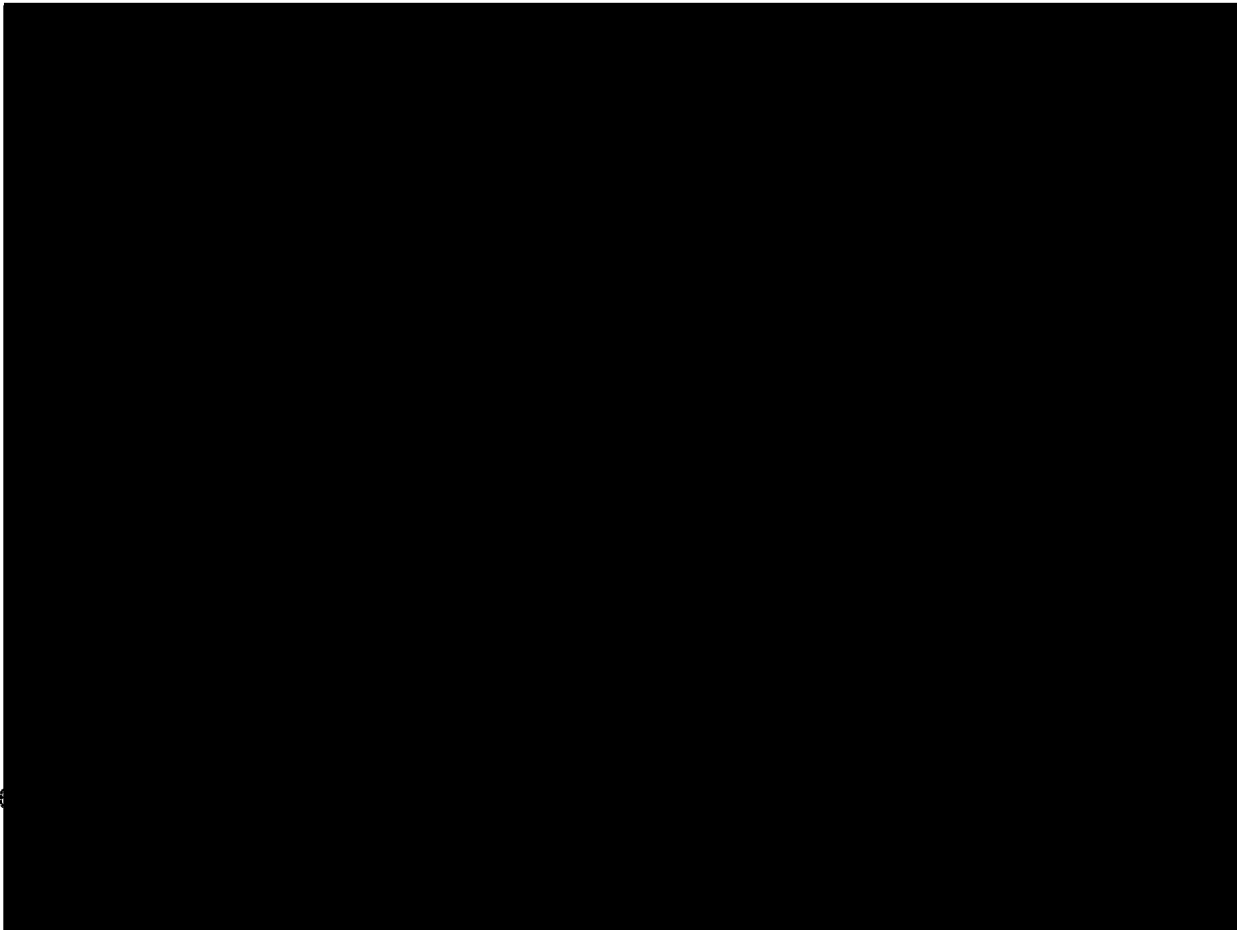
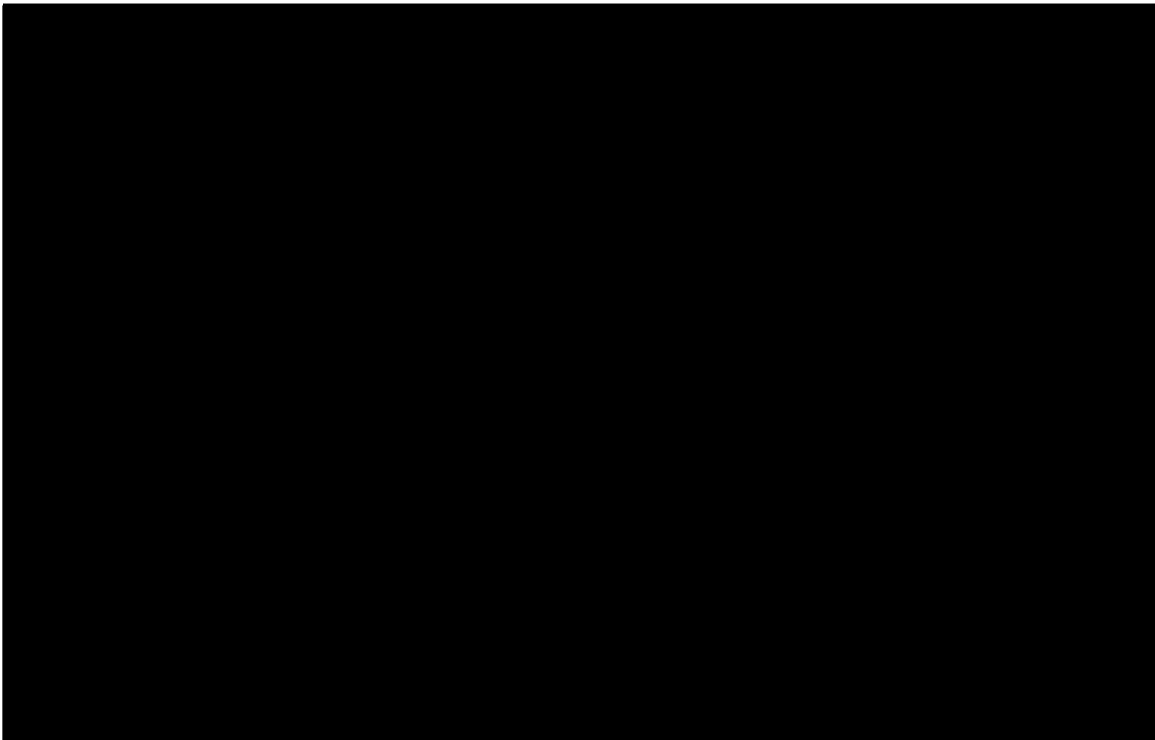


2 Excluded Assets. The sale of the Assets under this Agreement shall not include any of Sellers' vehicles, furniture, fixtures, equipment, computers, leases, cash on hand or on deposit or in financial institutions (unless funds are a deposit or prepayment for undelivered goods or services of the Business), any accounts receivable, security deposits of any kind, prepaid taxes that pertain to any period after the Closing, tax refunds or rebates, insurance premium refunds or personal property and any form of financial arrangement like factoring agreement, loan agreement.



Seller Initials SS

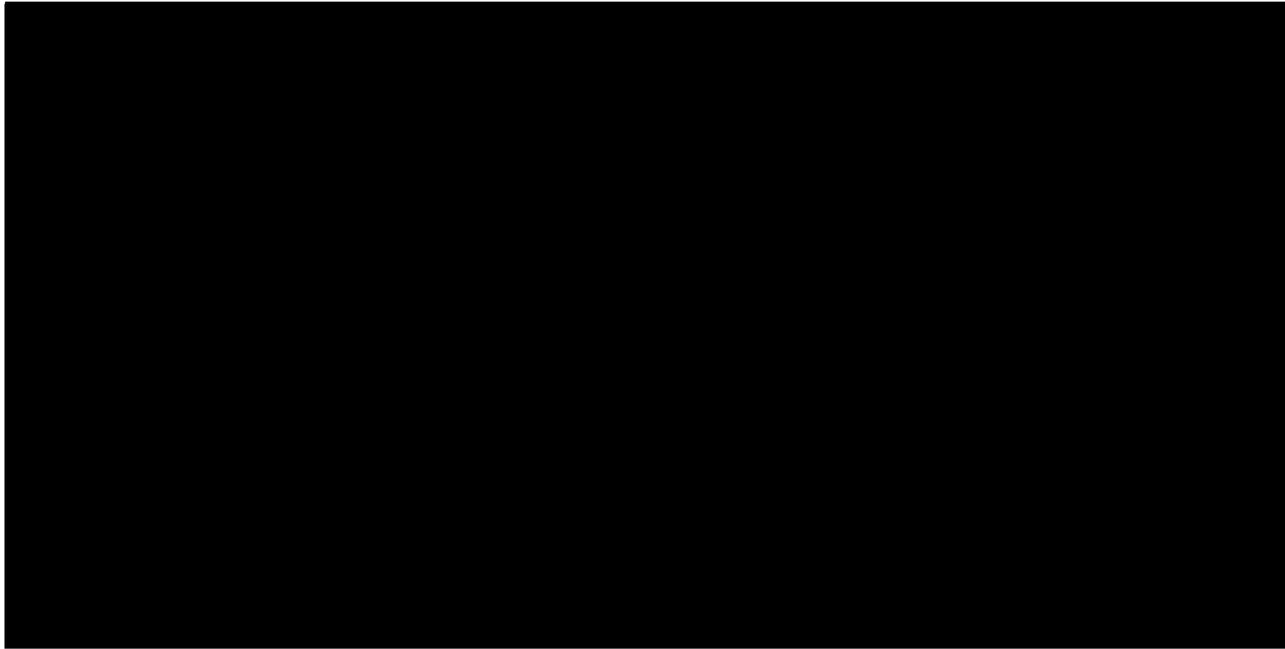
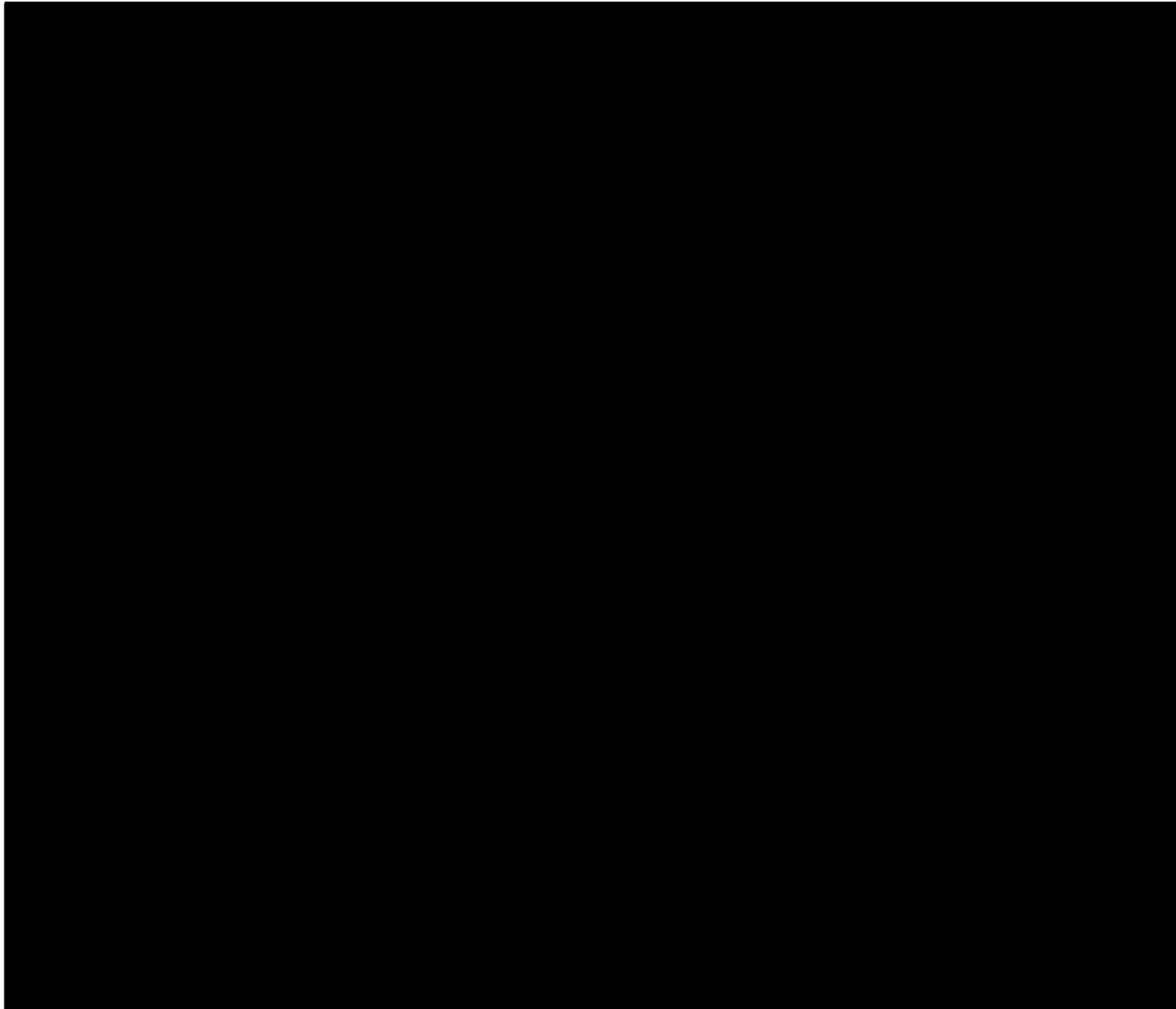
Buyer Initials Ripesh Sanghvi



Seller Initials PO

Buyer Initials Rupesh Saughani

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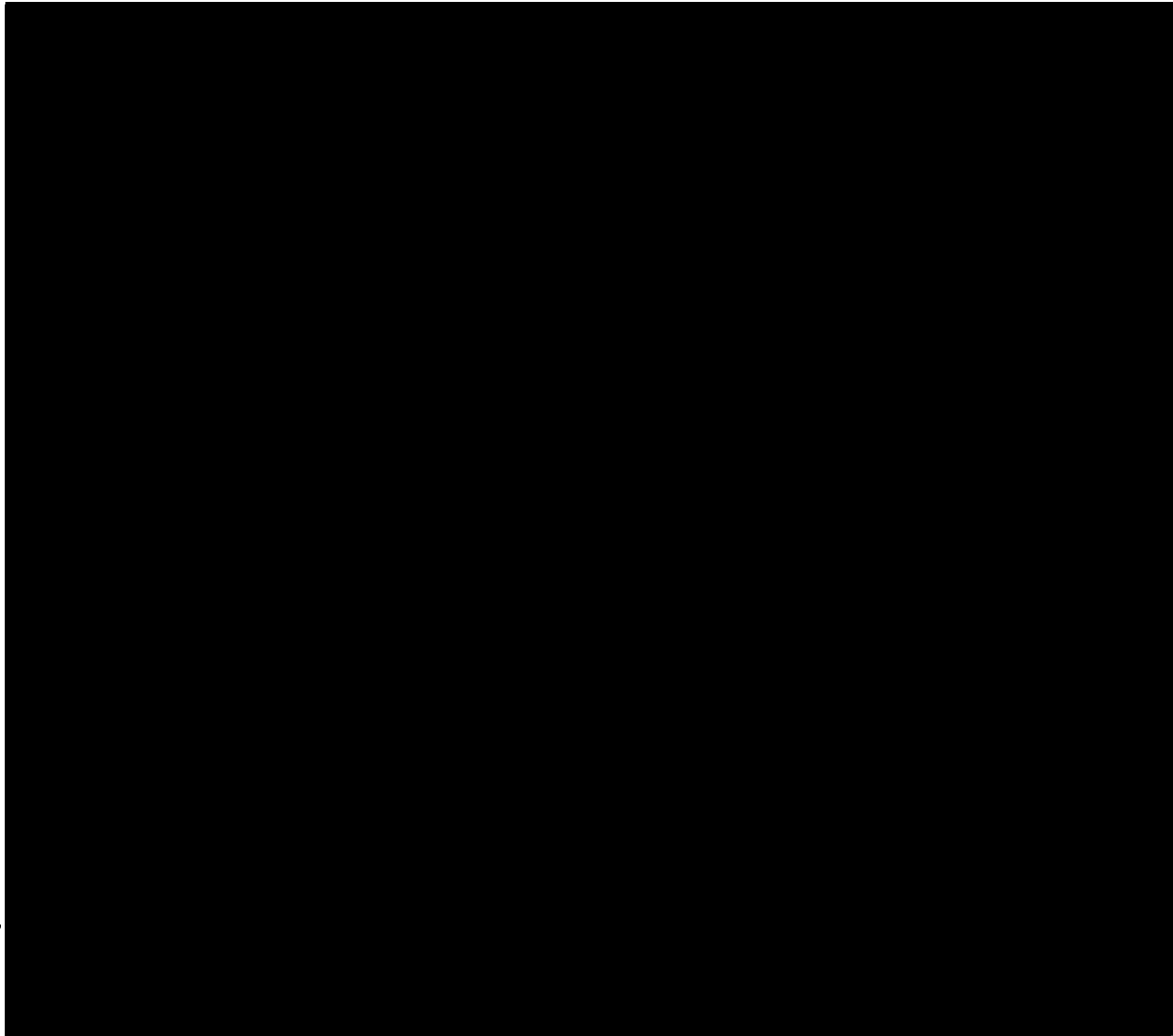


Seller Initials SP

Buyer Initials Rupesh Sanghvi

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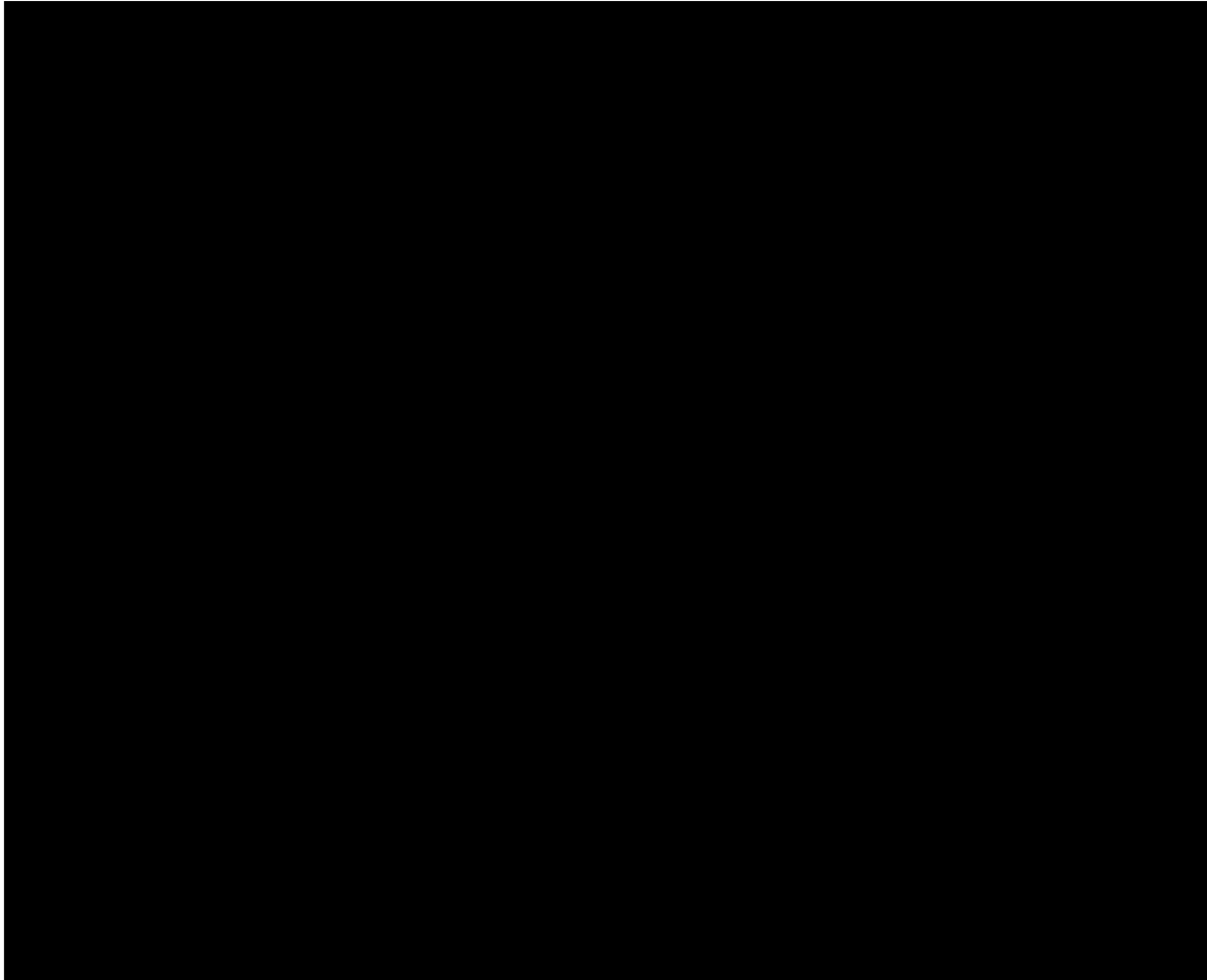
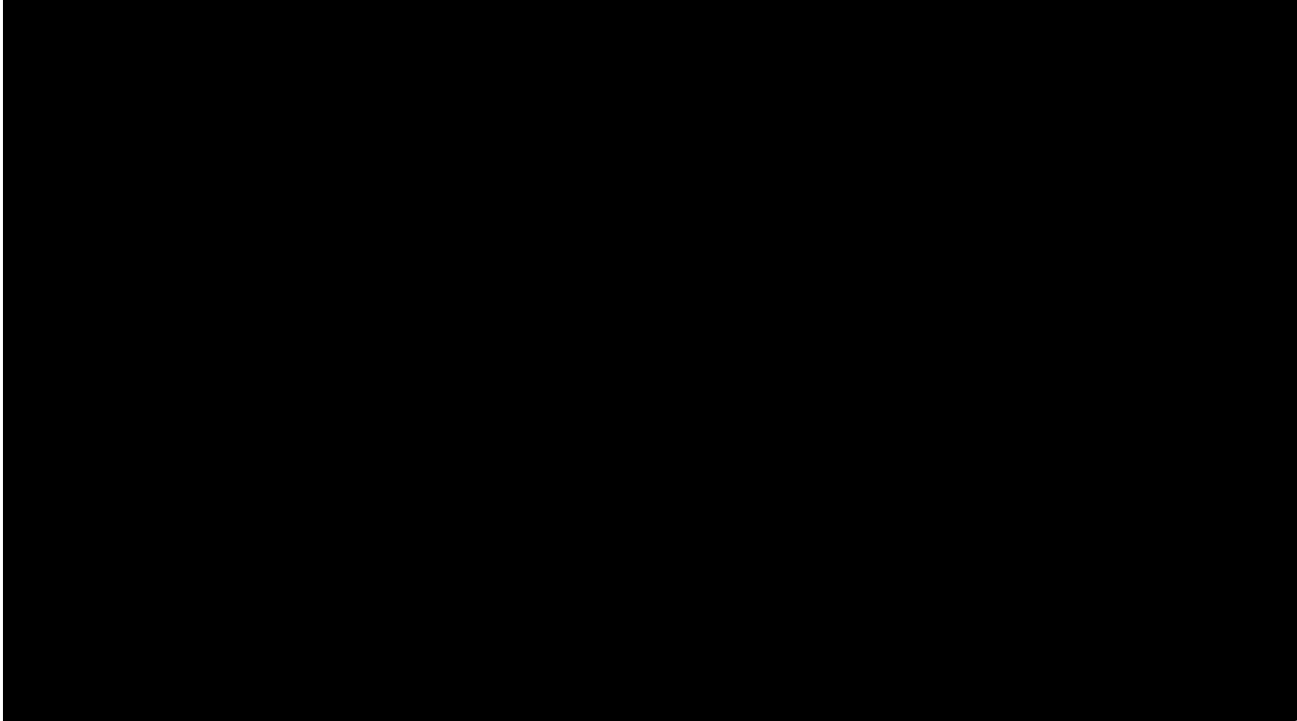
- 6.7 a) "Company Intellectual Property" means all of the following intangible property and related proprietary rights, interests and protections, that is owned by Company: (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services; (ii) internet domain names, whether or not trademarks, and whether or not registered in any top-level domain by any authorized private registrar or Governmental Authority; and (iii) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications.
- (b) Company owns, as applicable, exclusively or jointly with other Persons, all right, title and interest in and to the Company Intellectual Property, free and clear of Encumbrances. Company is in full compliance with all legal requirements applicable to the Company Intellectual Property and the ownership and use thereof.



7.

Seller Initials SO

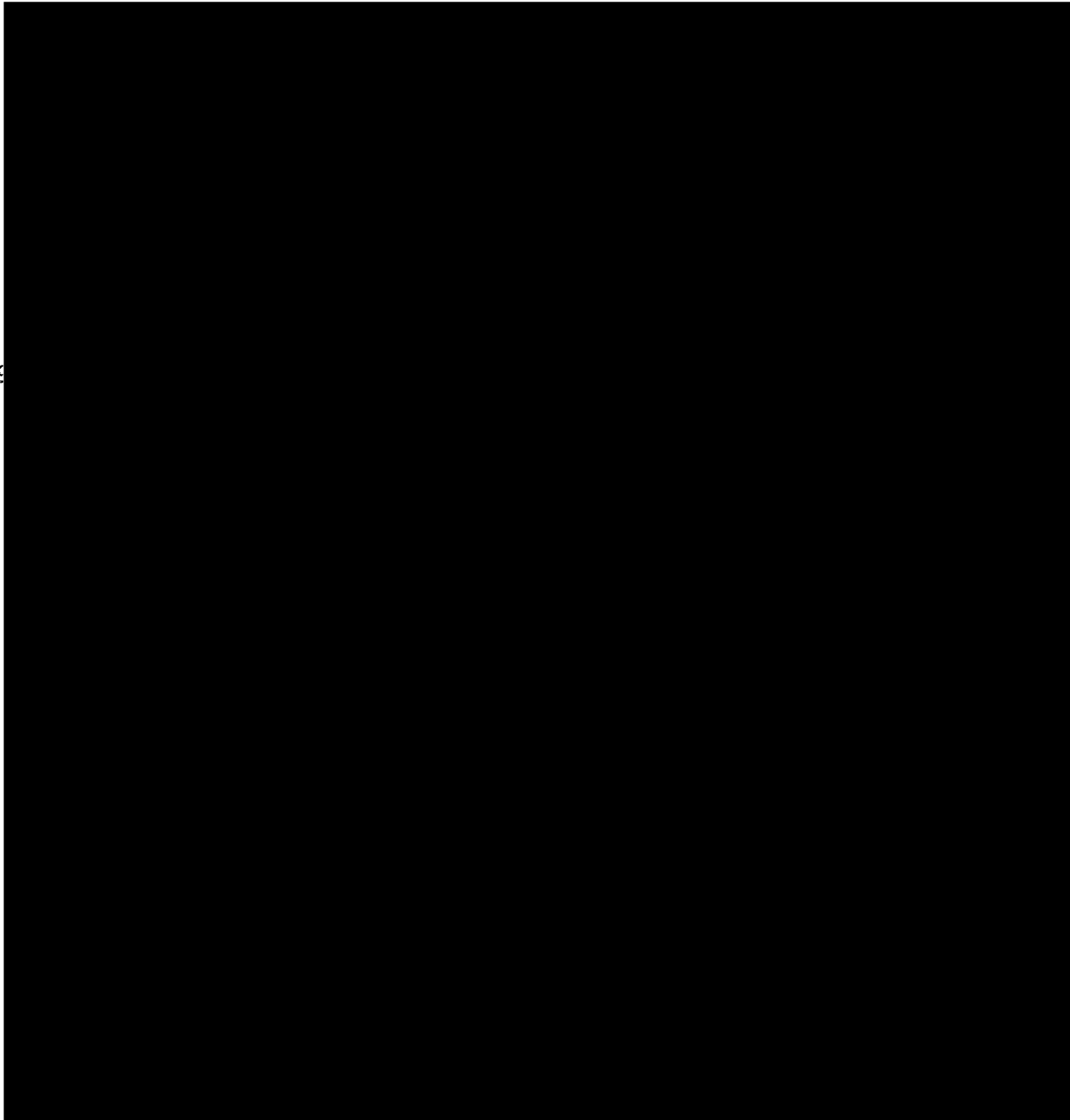
Buyer Initials Rupesh Sanghvi



Seller Initials SO

Buyer Initials Rupesh Sanghani

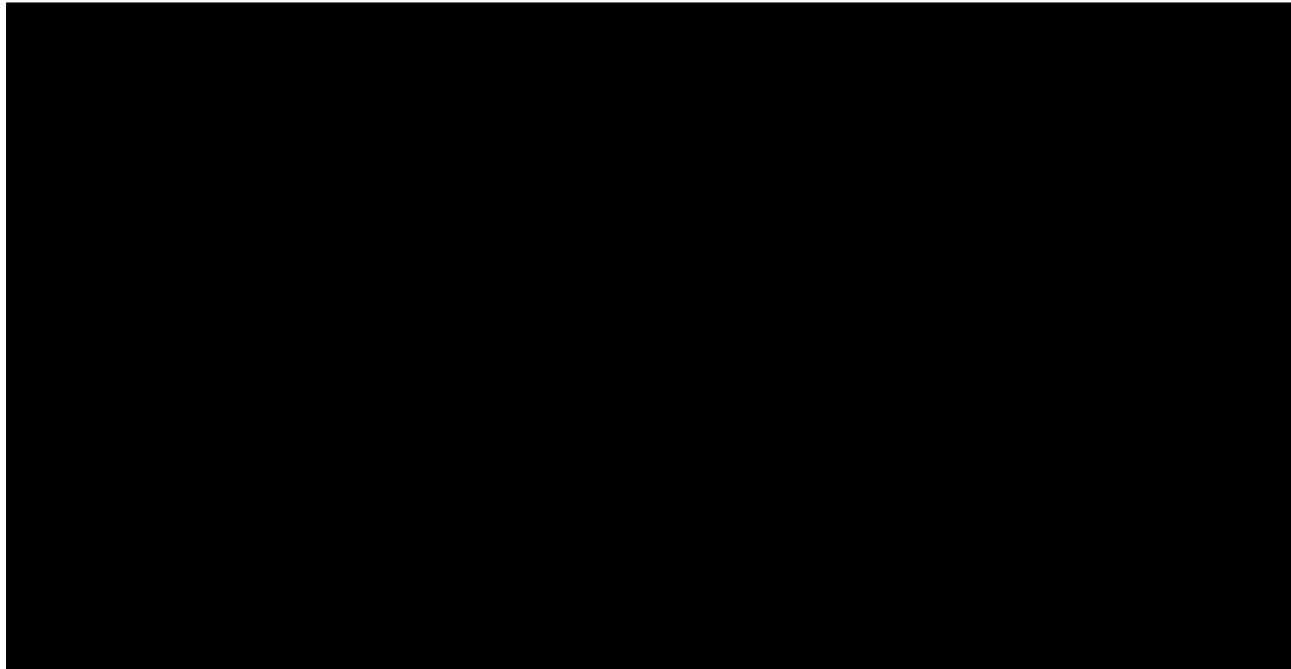
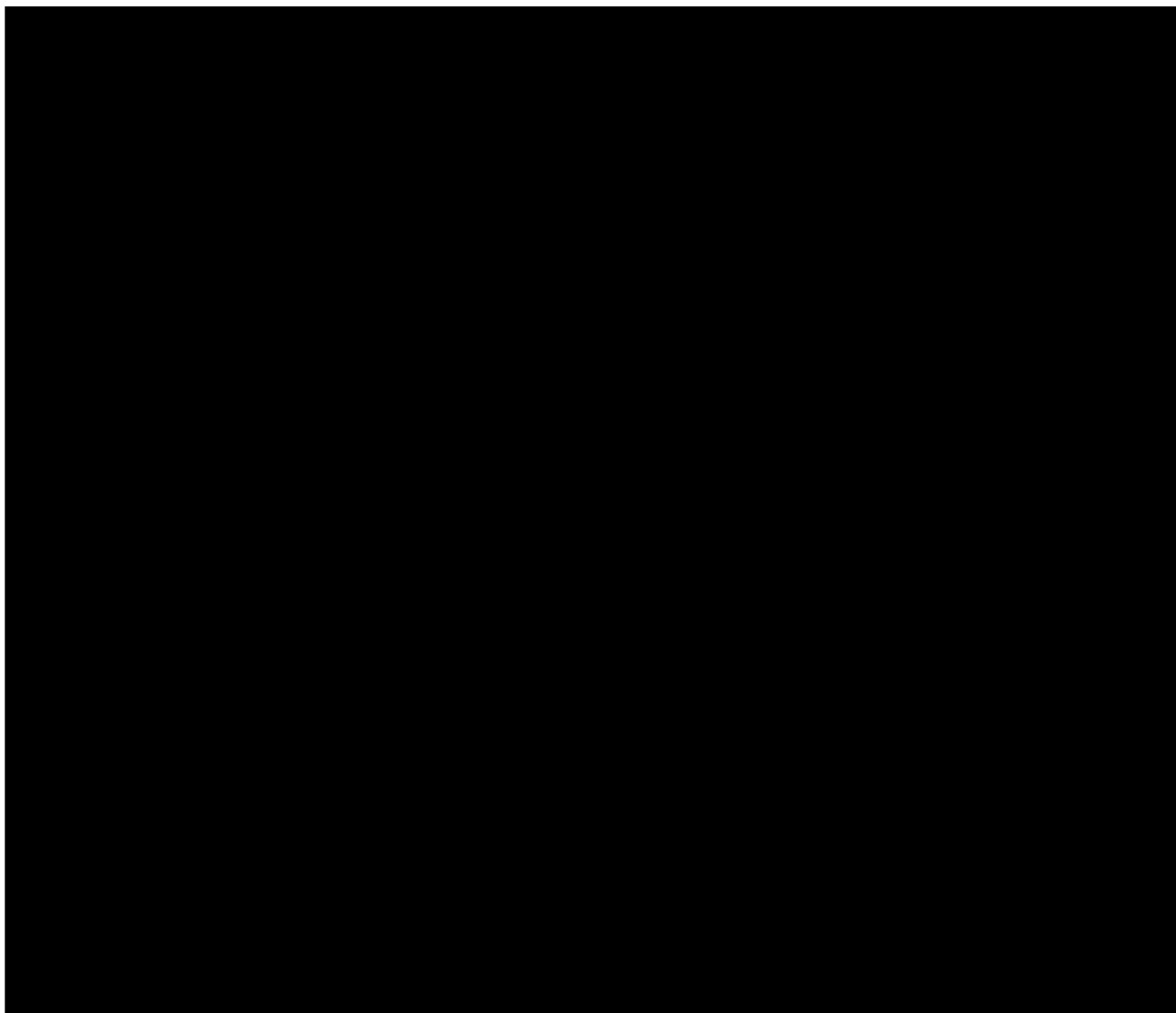
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Seller Initials SO

Buyer Initials Rpesh Sanghvi

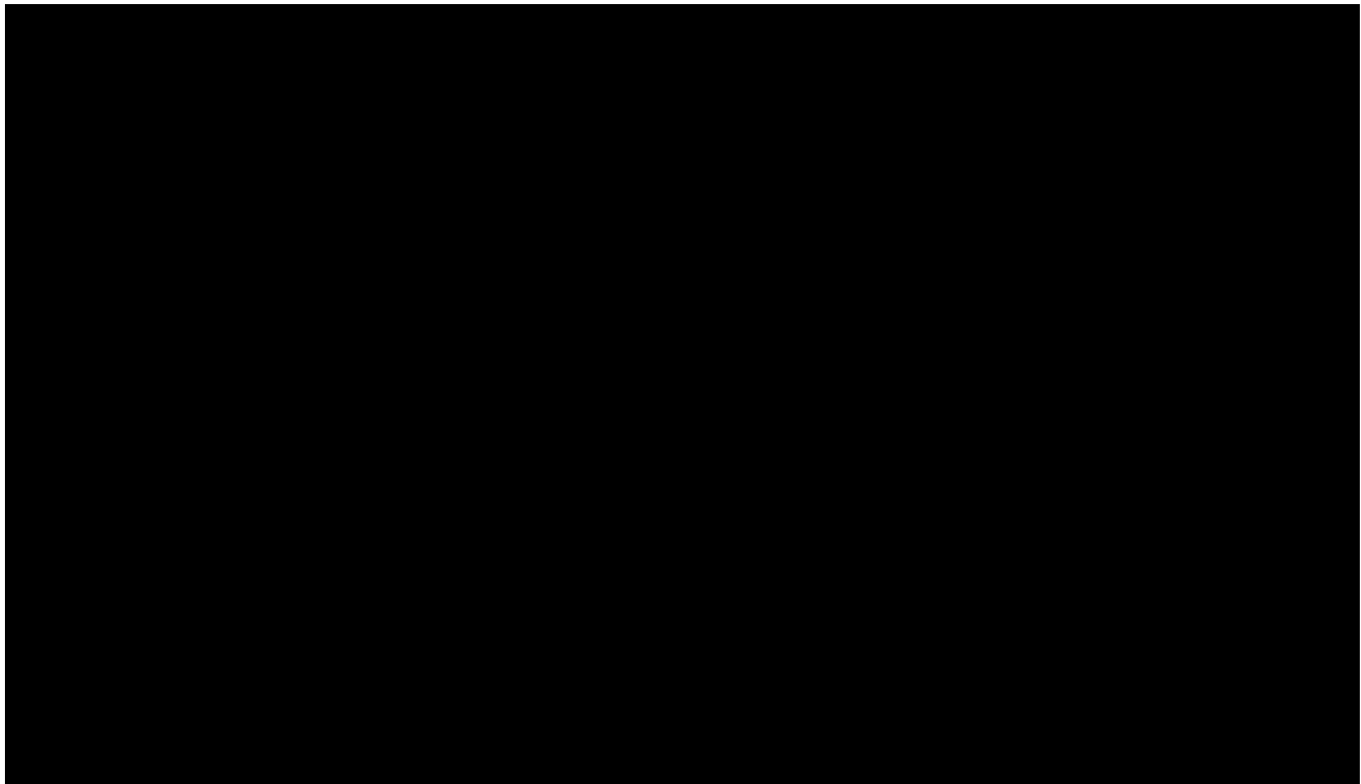
TRADEMARK
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Seller Initials ES

Buyer Initials Ramesh Sanghvi

TRADEMARK
REEL: 008199 FRAME: 0100



Seller Initials RS

Buyer Initials Rupesh Sanghani

TRADEMARK
REEL: 008199 FRAME: 0101

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Purchaser: Ergode, Inc.

Rupesh Sanghavi

By: Rupesh Sanghavi

Title: Director

Sellers: Split Peak LLC dba The Clean Hydration Company

[Signature]

By: Brandon Bernardo

Title: President

Seller Initials SB

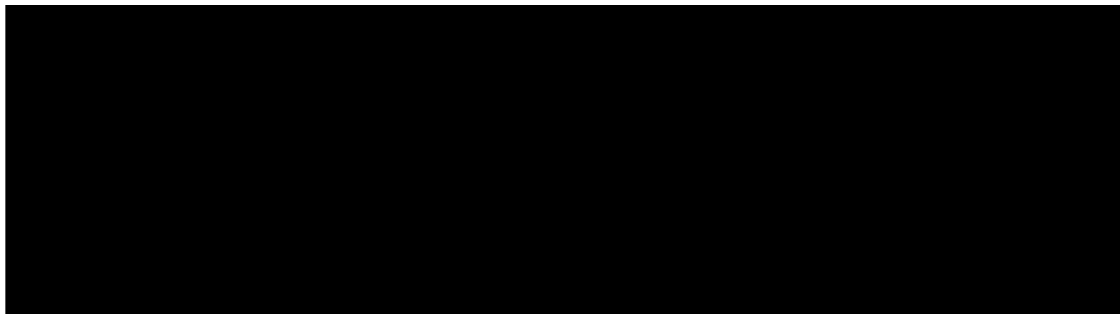
Buyer Initials Rupesh Sanghavi

TRADEMARK
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Exhibit A

Asset Transfer List

Assets of Split Peak LLC (Dba the Clean Hydration Co)



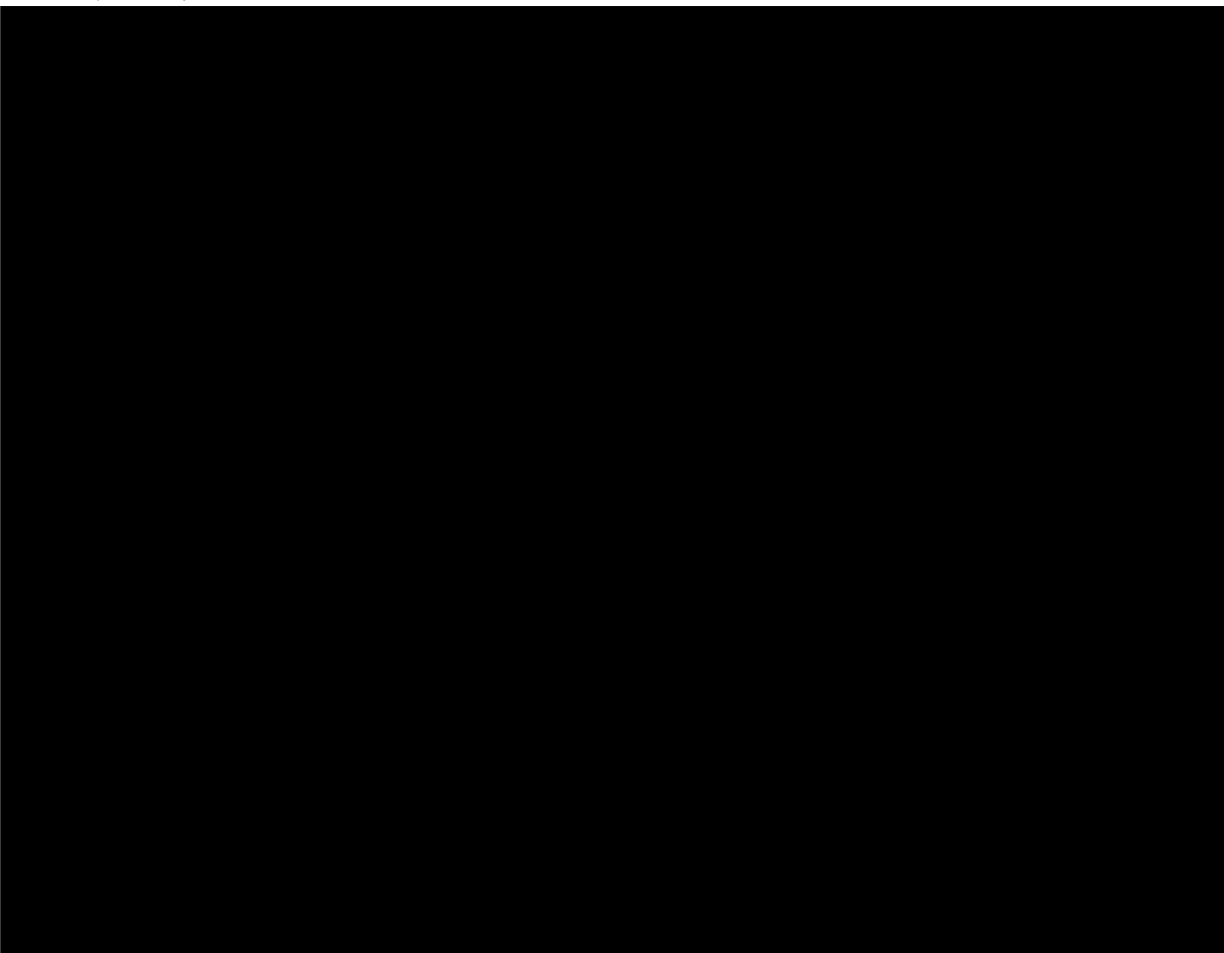
- Trademarks


Clean Bottle - Serial #

88746062 Clean Bottle -

Serial # 85036383

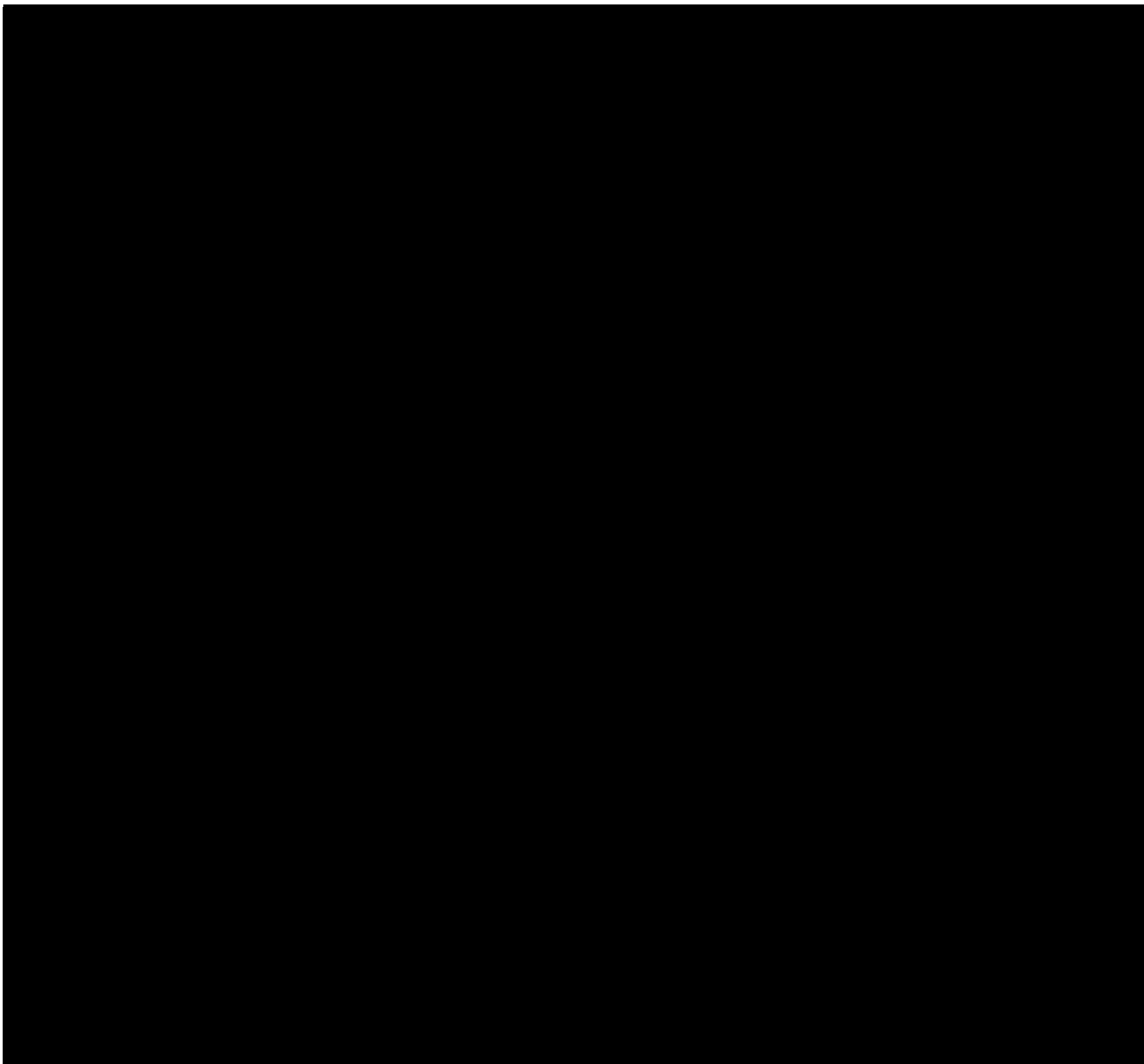
Square by Clean Bottle - Serial # 85742654



Seller Initials 

Buyer Initials Rupesh Singhani

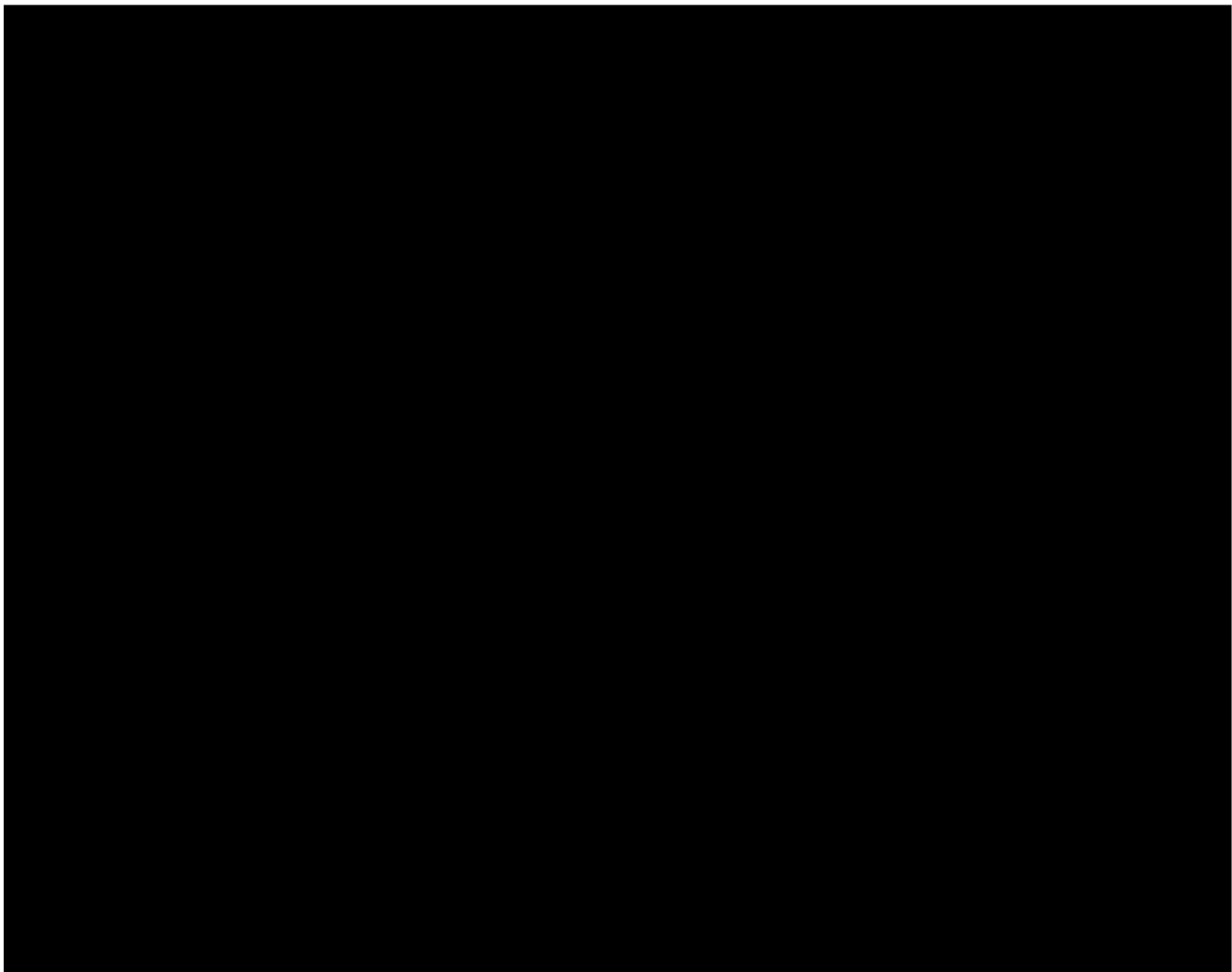
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Seller Initials

Buyer Initials

TRADEMARK
REEL: 008199 FRAME: 0104



Seller Initials SO

Buyer Initials Rpesh Sanghani

TRADEMARK
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Exhibit D

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of, is made by (Seller) Split Peak LLC ("Assignor"), in favor of Ergode Inc, a Corporation registered in Texas US-77090 ("Assignee"), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee and Assignor dated as of (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset 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, 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, 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"):

(i) the trademark registration set forth on Schedule1 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;

(ii) 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;

(iii) 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

(iv) any and all claims and causes of action, with respect to any of the foregoing, whether accruing 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 (till the date of closing) 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.

Seller Initials 

Buyer Initials Rpesh Sanghvi

TRADEMARK
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2. Recordation and Further Actions. Assignor hereby authorizes 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 Assignee. Following the date hereof, upon Assignee's reasonable 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 Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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 Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset 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 ~~Texas~~ ^{Florida}, without giving effect to any choice of law provision or rule (whether of the State of ~~Texas~~ ^{Florida} or any other jurisdiction).

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

Authorized Signatory

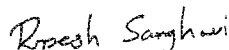


By: Brandon Bernardo

Title: President

Split Peak LLC dba The Clean Hydration Co

Authorized Signatory



By: Rupesh Sanghavi

Title: Director

Ergode Inc

Seller Initials



Buyer Initials Rupesh Sanghavi

TRADEMARK