

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM472355

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAINSHOW'R MFG. CO., INC.		05/01/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MULTIPURE INTERNATIONAL		
Street Address:	7251 CATHEDRAL ROCK DRIVE		
City:	LAS VEGAS		
State/Country:	NEVADA		
Postal Code:	89128		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1516505	RAINSHOW'R	
CORRESPONDENCE DATA			
Fax Number:	7027929002		
<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:	7027923773		
Email:	lvpto@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP; Attn L. Thompson		
Address Line 1:	3773 Howard Hughes Parkway		
Address Line 2:	Suite 400N		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	08847900010		
NAME OF SUBMITTER:	Lauri S. Thompson		
SIGNATURE:	/Lauri S. Thompson/		
DATE SIGNED:	05/02/2018		
Total Attachments: 4			
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1516505

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), effective the 1st day of May, 2018, is made and entered into by and between Rainshow'r MFG., Co. Inc., a California corporation having a place of business at 421 S. California St., Unit D, San Gabriel, California 91776, ("Assignor"), and Multipure International, a Nevada corporation having a place of business at 7251 Cathedral Rock Drive Las Vegas, Nevada 89128 ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of each of (i) patent rights arising from intellectual property rights as set forth on Schedule A hereto (the "Patent Rights"); (ii) the copyright rights in all photos, drawings, text, websites, videos and all other promotional and instructional materials related to water filtration set forth on Schedule B hereto (the "Copyrights"); and (iii) the trademarks, including any and all goodwill symbolized thereby set forth on Schedule C hereto (the "Trademarks") (i)-(iii), collectively, the "Purchased Intellectual Property");

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule D hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, pursuant to the terms and conditions of this Assignment, Assignee desires to purchase the Purchased Intellectual Property and Domain Names from Assignor, including all of Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names;

WHEREAS, Assignor is party to the licenses and agreements set forth on Schedule E (collectively, "Licenses"), and Assignor has the right under the Licenses to assign the Licenses to Assignee and Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right title and interest in and to the Licenses; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchased Intellectual Property Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Purchased Intellectual Property and the Domain Names, including, without limitation, all rights therein provided by international conventions and treaties, any registrations and applications therefor, any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Purchased Intellectual Property and the Domain Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment.

2. Licenses Assignment and Assumption. Assignor hereby absolutely, unconditionally and irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, under and to the Licenses, together with all benefits and advantages to be derived therefrom accruing from and after the date of this Assignment and any and all other rights, entitlements and interests of Assignor in or relating to the Licenses. Assignee hereby accepts such assignment, transfer and conveyance of the Licenses and hereby assumes all duties and obligations associated with or incidental to the Licenses.

3. No Warranties. Assignor makes no warranties, express or implied, with respect to the Purchased Intellectual Property and the Domain Names.

4. Registrant Name Change Agreement. Within fifteen (15) days following date hereof, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement or other

forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority") to transfer such Domain Name to Assignee, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee.

5. Further Assurances. Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (A) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (B) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Purchased Intellectual Property or Domain Names and this Assignment; (C) obtaining any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (D) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Assignor shall not enter into any agreement in conflict with this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of Nevada, without regard to the conflicts of law rules of such state.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of, respectively, Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative.

Rainshow'r MFG., Co. Inc.

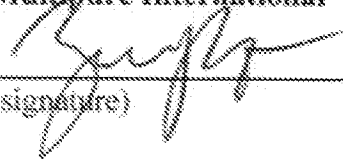
Ellen Calogny, POT
(signature)

By: George Ricci _____
(print or type name)

Title: Owner, Sole Shareholder _____

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed
by its duly authorized representative.

Multipure International



(signature)

By: Zachary Rice

(print or type name)

Title: President

SCHEDULE C - TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
(word mark) RAINSHOWR	U.S. Federal	74017240/ January 8, 1990	1616608/ October 9, 1990