

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyperbius, Inc.		09/24/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Pick Five Imports, Inc.		
Street Address:	18401 E Arenth Ave		
Internal Address:	#B		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91748		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5246140	HYPERCHILLER	
Registration Number:	4947973	HYPERCHILLER	
CORRESPONDENCE DATA			
Fax Number:	3109793607		
<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:	3109793600		
Email:	marc@hankinpatentlaw.com		
Correspondent Name:	Marc E. Hankin		
Address Line 1:	12400 Wilshire Blvd.		
Address Line 2:	Suite 1265		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
NAME OF SUBMITTER:	Marc E. Hankin		
SIGNATURE:	/Marc E. Hankin/		
DATE SIGNED:	09/25/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is made and entered into as of September 24, 2018, by and between Pick Five Imports, Inc., a California corporation ("Assignee") on the one hand and Hyperbius, Inc., a Florida corporation ("Assignor").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the same herewith ("Purchase Agreement");

WHEREAS, Assignor owns, worldwide, the intellectual property rights, generally identified on Schedule 1 hereto (hereinafter the "Intellectual Property"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and Assignee desires to accept Assignor's entire right, title, and interest in and to the Intellectual Property, expressly including all foreign and domestic Patents, Patent Applications, Trademarks, Trademark Applications, Registered Trademarks, and abandoned or expired Trademark Applications and/or Registered Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Intellectual Property, worldwide, together with the goodwill of the business which is symbolized by the Intellectual Property and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements or violations thereof, if there may be any, and the right to prosecute, worldwide, this and any other applications or registrations of the Intellectual Property.

2. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignor or Assignee, by, on behalf of and for the benefit of Assignee and at Assignee's expense: (a) to demand and receive from time to time all or any portion of the Intellectual Property and to make endorsements and give receipts and releases for and in respect of the same and any part thereof, (b) to institute, prosecute, compromise and settle any and all actions, litigations or governmental or administrative proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to such assets, (c) to defend or compromise any or all actions, litigations or governmental or administrative proceedings in respect of such assets, and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem appropriate. Transfer and delivery is made at the sole cost and expense of Assignee.

3. Assignor hereby covenants that, at any time or from time to time after the date hereof, at Assignee's reasonable request and without further consideration to Assignor and at

Assignee's expense, Assignor shall execute and deliver to Assignee such other instruments of transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Assignee may reasonably deem necessary to transfer, convey and assign to Assignee, and to confirm Assignee's title to the Intellectual Property and to put Assignee in actual possession and control of such Intellectual Property and to assist Assignee in exercising all rights with respect thereto. Assignor hereby covenants that, to the extent any of the properties listed in Schedule I is not owned by or registered to Assignor, Assignor will assist Assignee in obtaining ownership of those properties and will assist Assignee in obtaining an assignment of those registrations at Assignee's expense.

4. Nothing expressed or implied in this Intellectual Property Assignment shall be deemed to be an assumption by Assignee of any liabilities of Assignor. Assignee does not by this Intellectual Property Assignment agree to assume or agree to pay, perform, or discharge any liabilities of Assignor of any nature, kind or description whatsoever.

5. If any provision of this Intellectual Property Assignment, or the application thereof, shall for any reason and to any extent be held to be invalid or unenforceable, the remainder of this Intellectual Property Assignment and the application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace such invalid or unenforceable provision of this Intellectual Property Assignment with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provision.

6. This Intellectual Property Assignment is intended only to effect the transfer of the Intellectual Property transferred under the Purchase Agreement and shall be governed in accordance with the terms of the Purchase Agreement.

7. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

8. This Assignment and all questions relating to its validity, interpretation, performance, and enforcement shall be exclusively governed by and construed in accordance with the local laws of the State of California, without giving effect to conflict of law principles.

9. This Assignment (together with the Purchase Agreement, which shall prevail in the event of conflicts) contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, negotiations, agreements, and understandings of every nature by and between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and


10. This Assignment may be executed in counterparts (including signatures exchanged by facsimile and/or scanned and emailed), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

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

ASSIGNEE:

PICK FIVE IMPORTS, INC.

By: 
Name: Sandy Liu
Title: COO

ASSIGNOR:

HYPERBIUS, INC.

By: _____
Name: Nicholas M. Anusbikian
Title: President

OWNER OF ASSIGNOR:

NICHOLAS M. ANUSBIGIAN

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

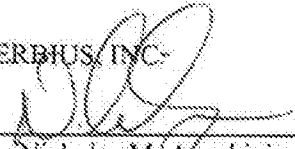
ASSIGNEE:

PICK FIVE IMPORTS, INC.

By: _____
Name: Sandy Liu
Title: _____

ASSIGNOR:

HYPERBIUS, INC.

By: 
Name: Nicholas M. Anusbigian
Title: President

OWNER OF ASSIGNOR:


NICHOLAS M. ANUSBIGIAN

SCHEDULE I
INTELLECTUAL PROPERTY

- A. Registered Trademarks**
 - i. Federal Marks**
 - * U.S. Registered Trademark No. 5,246,140 (HYPERCHILLER Work Mark)
 - * U.S. Registered Trademark No. 4,947,973 (HYPERCHILLER Design Mark)
 - ii. International Marks**
 - * Japan Design Mark Reg # 5917200
 - * WIPO Design Mark Reg # 1319998
- B. Trademarks Applications:**
 - * Japan Word Mark Application # 2017-146580
- C. Patents:**
 - * USPTO Utility Patent # 9,920,983
- D. Patent Applications:**
 - * Australia Utility Patent Application # 2015268561
 - * Korea Utility Patent Application # 10-2016-0015194
 - * EPO Utility Patent Application # 15199993.5
 - * SIPO Utility Patent Application # 20180917568.3 (Held in the name of Shanghai Jinzhong Information Technology Co., Ltd. for the benefit of Hyperbius, Inc.)
 - * SIPO Design Patent Application # 2018302994580 (Held in the name of Shanghai Jinzhong Information Technology Co., Ltd. for the benefit of Hyperbius, Inc.)
- E. Know-How:**
 - * Product design files

F. Domain Name Registrations:

- Buyhyperchiller.com
- Gethyperchiller.com
- Hyperchiller.biz
- Hyperchiller.co
- Hyperchiller.com
- Hyperchiller.me
- Hyperchiller.mobi
- Hyperchiller.online
- Hyperchiller.org
- Hyperchiller.rocks
- Hyperchiller.shop
- Hyperchiller.site
- Hyperchiller.store
- Hyperchiller.tv
- Hyperchillermow.com
- Hyperchillershop.com
- Hypercooler.com
- Hypercooler.net

H. Copyrighted Materials:

- Product Packaging files
- Product Instruction Booklet file
- Website Design File