

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605718

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jevo (assignment for the benefit of creditors), LLC		04/27/2020	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wizard Immersive, LLC		
<b>Street Address:</b>	662 N. Sepulveda Blvd.		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90049		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5181938	JEVO	
<b>Registration Number:</b>	5181937		
<b>Registration Number:</b>	4715881	JEVOMEDIA	
<b>Registration Number:</b>	5751670	WAY.MORE.FUN.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9712718021		
<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>			
<b>Phone:</b>	9712718020		
<b>Email:</b>	trademarks@mccrus.com		
<b>Correspondent Name:</b>	McCoy Russell LLP		
<b>Address Line 1:</b>	806 SW Broadway		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>ATTORNEY DOCKET NUMBER:</b>	JSM20201		
<b>NAME OF SUBMITTER:</b>	B. Anna McCoy		
<b>SIGNATURE:</b>	/B. Anna McCoy/		
<b>DATE SIGNED:</b>	10/29/2020		

CH \$115.00 5181938

**Total Attachments: 7**

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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (the "Assignment") is hereby entered into on April 27, 2020 (the "Effective Date"), by, between, and among Jevo (assignment for the benefit of creditors), LLC, an Oregon limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Food & Beverage Innovations, LLC ("Assignor"), and Wizard Immersive, LLC ("Assignee").

1. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's right, title and interest in, to and under, all of the following (hereafter collectively referred to as "Intellectual Property"):

(i) the entire worldwide right, title and interest of Assignor in and to each and all patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said patents and applications, including but not limited to those set forth in **Schedule A** hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment set forth in this Assignment had not been made;

(ii) the full and complete right to file patent applications in the name of the Assignor, at the Assignee's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world;

(iii) the entire right, title and interest of Assignor in and to any patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;

(iv) any and all trademark and servicemark rights throughout the world, including any and all applications, registrations, and common law marks, whether registered or not, together with the goodwill of the business associated with and symbolized by same, held by Assignor, including but not limited to those set forth on **Schedule B** hereto, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(v) any and all copyrights throughout the world, including any and all applications, registrations, and like protections, whether registered or not, whether published or unpublished, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(vi) any and all trade secret rights, including rights Assignor may have under the laws governing confidential information or rights in law to prevent the unauthorized use or disclosure of such information.

**2.** Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Assignor in, to and under the Intellectual Property, including all worldwide right, title and interest of Assignor in, to and under the Intellectual Property, together with the right of Assignor to claim priority in all countries in accordance with international law, any and all rights of Assignor corresponding to said Intellectual Property in countries throughout the world, and all of Assignor's rights to sue for past, present or future infringement of said Intellectual Property worldwide together with all claims for damages by reason of past, present or future infringement of said Intellectual Property, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes and requests the United States Patent and Trademarks Office to issue said Patents and Trademarks in accordance with this Assignment.

**3.** Assignor represents and warrants that Assignor has made no other agreements establishing any other encumbrances, liens, security interests, or third-party interests on or to the Intellectual Property, and that Assignor has full and complete authority to make this Assignment.

**4.** This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

**5.** This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**6.** This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Oregon, without giving effect to any principles of conflicts of law.



## SCHEDULE A

### *Patents and Patent Applications*

#### **Patents Issued on Jevo System**

##### ***Device for Preparation of Gelatin-Based Products (Utility)***

US Patent No.: US 9,439,450

Issued September 13, 2016

Expires September 25, 2033

##### ***Device for Preparation of Gelatin-Based Products (Utility)***

International Application No.: PCT/US14/72286

Dated: December 23, 2014

National Phase Applications filed (and pending):

US Serial No. 15/107,896 filed 7/23/2016

Australia Serial No. 2014369892 filed 6/29/2016

Canada Serial No. 2935087 filed 6/23/2016

China Serial No. 2014800707716 filed 6/23/2016

Europe Serial No. 148736143 filed 6/17/2016

Korea Serial No. 1020167020216 filed 7/22/2016

##### ***Device for Making Gelatin-Based Food and Beverage Products (Design)***

US Patent No.: D752,914

Issued April 5, 2016

Expires April 5, 2030

##### ***Device for Making Gelatin-Based Food and Beverage Products (Design)***

China Patent No.: ZL201430372983.2

Issued April 15, 2016

Expires September 30, 2024

##### ***Device for Making Gelatin-Based Food and Beverage Products (Design)***

Europe Patent No.: 2546721

Issued September 30, 2014

Expires September 29, 2039

##### ***Device for Preparation of Gelatin-Based Products (Design)***

Europe Patent No.: 003365717-0001

Issued September 5, 2016

Expires September 4, 2041

##### ***Device for Preparation of Gelatin-Based Products (Design)***

China Patent Application No.: 201630461735

Issued July 4, 2017

Expires September 5, 2026

##### ***Device for Making Gelatin-Based Food & Beverage Products (Home Version Design)***

US Patent No.: D773,228

Issued December 6, 2016

Expires December 6, 2030

**SCHEDULE A (cont.)**

*Patents and Patent Applications*

**Patents Issued on Jevo System (Cont.)**

***Device for Making Gelatin-Based Food & Beverage Products (Home Version Design)***

China Patent No.: ZL201530305431.4

Issued March 2, 2016

Expires August 14, 2025

***Device for Making Gelatin-Based Food & Beverage Products (Home Version Design)***

Europe Patent No.: 2736447

Issued July 14, 2015

Expires July 14, 2040

**Patent Applications Pending on Jevo System**

***Device for Preparation of Gelatin-Based Products (Utility)***

US Application No.: 15/061,744

Issued (pending)

Dated: March 4, 2016

***Device and Methods for Preparation of Gelatin-Based Products (Utility)***

US Application No.: 62/451,617

Issued (pending)

Dated: January 27, 2017

***Device for Preparation of Gelatin-Based Products (Utility)***

International Application No.: PCT/US2017/020812

Issued (pending)

Dated: March 3, 2017

***Device for Preparation of Gelatin-Based Products (Design)***

US Patent Application No.: 29/557,072

Issued (pending)

Dated: March 4, 2016

Notice of Allowance Issued

Dated: September 13, 2017

**SCHEDULE A (cont.)**

*Patents and Patent Applications*

**Patents Issued on Jevo Pods and Cups**

***Pod (Design)***

US Patent No.: D745,386,  
Issued December 15, 2015  
Expires December 15, 2029

***Pod (Design)***

Europe Patent No.: 2721290,  
Issued June 18, 2015  
Expires June 18, 2040

***Pod (Design)***

China Patent No.: ZL201530210020.7  
Issued April 20, 2016  
Expires June 23, 2025

***Serving Cup (Design)***

US Patent No.: D756,771  
Issued May 24, 2016  
Expires May 24, 2030

***Serving Cup (Design)***

Europe Patent No.: 2718072  
Issued June 12, 2015  
Expires June 1, 2040

***Serving Cup (Design)***

US Patent No.: D783,357  
Issued April 11, 2017  
Expires April 11, 2032

***Serving Cup (Design)***

Europe Patent No.: 003361997-0001  
Issued September 2, 2016  
Expires September 1, 2041

***Serving Cup (Design)***

China Patent Application No.: 201630443795.3  
Issued May 24, 2017  
Expires August 30, 2026



## SCHEDULE B

### *Trademarks*

#### **Registered Trademarks**

##### ***JEVO***

US Registration No.: 5,181,938

Dated: April 11, 2017

##### ***JEVO face logo***

US Registration No.: 5,181,937

Dated: April 11, 2017

##### ***JEVOMEDIA***

Registration No.: 4,715,881

Dated: April 7, 2015

##### ***JEVO HOME***

Serial No.: 86/698,177

Dated: July 20, 2015 (allowed)

#### **Trademark Applications Pending**

##### ***JEVO***

China Application No.:

Dated: February 23, 2017 (pending)

##### ***JEVO face logo***

China Application No.:

Dated: February 23, 2017 (pending)

##### ***JEVO***

South Korea Application No.: 40-2017-32921

Dated: March 14, 2017 (pending)

##### ***JEVO face logo***

South Korea Application No.: 40-2017-32920

Dated: March 14, 2017 (pending)

##### ***WAY.MORE.FUN***

US Application Serial No.: 87/115,493

Dated: July 25, 2016 (pending)