

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2670596

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>MARVIN WHEATON</td> <td>03/01/2013</td> </tr> <tr> <td>JOHN WOODARD</td> <td>03/14/2013</td> </tr> </tbody> </table>		Name	Execution Date	MARVIN WHEATON	03/01/2013	JOHN WOODARD	03/14/2013
Name	Execution Date						
MARVIN WHEATON	03/01/2013						
JOHN WOODARD	03/14/2013						
RECEIVING PARTY DATA							
Name:	ORANGE PEEL, LLC						
Street Address:	1809 E. BARDEN ROAD						
City:	CHARLOTTE						
State/Country:	NORTH CAROLINA						
Postal Code:	28226						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>14097807</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	14097807		
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Application Number:	14097807						
CORRESPONDENCE DATA							
Fax Number:	(704)409-5606						
Phone:	919-286-8000						
Email:	suzettesmall@mvalaw.com						
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>							
Correspondent Name:	MOORE & VAN ALLEN PLLC						
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Address Line 4:	RESEARCH TRIANGLE PA, NORTH CAROLINA 27709						
ATTORNEY DOCKET NUMBER:	038448-000001						
NAME OF SUBMITTER:	PADOWITZH ALCE						
Signature:	/Padowithz Alce/						
Date:	01/07/2014						

**Total Attachments: 5**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT (this "Agreement") is entered into as of January 1, 2013 (the "Effective Date") between Mark A. Whetstone citizen of the United States residing in the State of South Carolina ("Assignor") and Orange Peel, LLC, d/b/a CoolQuench, a North Carolina limited liability company ("Company"). NOW, THEREFORE, in consideration of the promises and the terms and conditions set forth in this Agreement, the parties agree as follows:

- 1. Assignment of IPR.** Assignor hereby irrevocably grants, transfers, conveys, assigns and sets over to Assignee, its successors and assigns, free of all encumbrances, the entire right, title, and interest in perpetuity in and to the IPR and any other assets, including, but not limited to all rights of action against third parties Company had, has, or may have, now existing and in the future in and to the IPR and other assets. For purposes of this Agreement "IPR" means all intellectual property listed on Exhibit A to this Agreement and all related intellectual property rights, including: (a) all copyright rights under the copyright laws of the United States and all other countries for the full term thereof (and including all rights accruing by virtue of bilateral or international copyright treaties and conventions), including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordings, regardless of the medium of fixation or means of expression; (b) all rights to and under all new and useful inventions, discoveries, designs, technology and art, including, but not limited to, all improvements thereof and all know-how related thereto, including all letters patent, provisional patents and patent applications in the United States and all other countries (and all letters patent that issue therefrom) and all reissues, reexaminations, extensions, renewals, divisions and continuations (including continuations-in-part and continuing prosecution applications) thereof, for the full term thereof; (c) all statutory and common-law trademark and service mark rights and all applications and registrations to issue therefrom under all intellectual property laws of the United States and all other countries for the full term and any renewals thereof; and (d) all worldwide intellectual property rights, industrial property rights, proprietary rights and common law rights not otherwise included in the foregoing.
- 2. Further Actions.** Assignor agrees, at the request and expense of Assignee, to perform such proper additional acts, and to execute such additional documents, (a) as are deemed necessary by Assignee or by the governmental agencies having jurisdiction over said IPR to effect the transfer of all of Assignor's right, title and interest therein to Assignee, its successors and assigns, (b) for maintaining and perfecting the Assignee's rights to the IPR, and (c) as may be or become necessary for obtaining, sustaining, re-examining, or reissuing said IPR. In furtherance thereof, Assignor hereby authorizes such governmental agencies to identify Assignee as the owner of all IPR issuing from applications pending for said IPR.
- 3. Covenants.** Assignor hereby covenants with Assignee that Assignor is the sole lawful owner of the aforesaid IPR, and that Assignor has good right to transfer the same to Assignee. Assignor covenant with Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned. Assignor agrees to indemnify Assignee for any third party claim of rights to the IPR, the inventions claimed or disclosed therein, and any other foregoing rights.
- 4. Entire Agreement.** This Assignment constitutes the entire agreement between the parties relating to the assignment of the IPR; this Assignment supersedes any prior oral or written agreement or understanding between the parties relating to the IPR's assignment.
- 5. Governing Law.** The United States Patent Law and the laws of the State of North Carolina, U.S.A., relating to contracts made and to be performed in the State of North Carolina will govern the construction, operation and enforcement of this Assignment; and any action or proceeding based on this Assignment or arising out of its

performance must be brought in a Federal or State Court of competent jurisdiction in North Carolina and in no other jurisdiction. The United Nations Convention on the International Sale of Goods does not apply to this Assignment.

Assignor:

By: Marvin Wheaton

STATE OF Georgia )  
COUNTY OF Richmond ) ss.

On this 1st day of March, 2013 before me appeared Marvin R Wheaton, the person who signed this instrument, who acknowledged that he signed it as a free act.

My Commission Expires:  
Notary Public Richmond County Ga.  
My Commission Expires 12-08-2018

By: Paula A. Hawk  
NOTARY PUBLIC

Assignee:

Orange Peel, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT (this "Agreement") is entered into as of January 1, 2013 (the "Effective Date") between Joni WOODARD, a citizen of the United States residing in the State of South Carolina ("Assignor") and Orange Peel, LLC, d/b/a CoolQuench, a North Carolina limited liability company ("Company"). NOW, THEREFORE, in consideration of the promises and the terms and conditions set forth in this Agreement, the parties agree as follows:

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Assignor:

By: *John Woodard*

STATE OF South Carolina  
COUNTY OF Greenville

On this 14 day of March, 2013 before me appeared John Woodard the person who signed this instrument, who acknowledged that he signed it as a free act.

My Commission Expires:  
June 9, 2014

By: *Lanny Beagle*  
NOTARY PUBLIC

Assignee:

Orange Peel, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

## EXHIBIT A

All IPR related to the development of the "CoolQuench" water hydration product and system: CoolQuench is a personal hydration system that consists of a small water cooler that is connected into to the home plumbing cold water line and features a drink line with a bite valve on the end in place of a cool water faucet. Whereas a cooler with a faucet delivers chilled water via turning on a faucet, CoolQuench delivers chilled water via a valve that opens to allow the chilled water to be pushed up through the drink line to the bite valve when the user bites down on the end of the drink line. When the user finishes his drink, the valve closes and the remaining water in the drink line is recirculated back into the chilled water tank through the return line so that no water remains in the drink line. The drink line can be positioned precisely for users with limited mobility so they can take a drink with little or no assistance needed at any time.