

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3401255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
APIQE INC	06/12/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	APIQE HOLDINGS, LLC
<b>Street Address:</b>	1605 LOCKNESS PLACE
<b>City:</b>	TORRANCE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90501
<b>PROPERTY NUMBERS Total: 21</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	61500451
Application Number:	61500469
Application Number:	61500500
Application Number:	61500440
Application Number:	61500461
Application Number:	12772641
Application Number:	61638324
Application Number:	61638346
Application Number:	61638337
Application Number:	61654487
Application Number:	61713980
Application Number:	61714068
Application Number:	13780977
Application Number:	14138712
Application Number:	14138811
Application Number:	14138817
Application Number:	14138831
Application Number:	14162343
Application Number:	61953533
Application Number:	62061560

<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14396013

**CORRESPONDENCE DATA**

**Fax Number:**  
*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.*

**Email:** mtily@fdh.com

**Correspondent Name:** MICHAEL TILY

**Address Line 1:** 177 BROAD STREET

**Address Line 4:** STAMFORD, CONNECTICUT 06901

<b>NAME OF SUBMITTER:</b>	MICHAEL TILY
<b>SIGNATURE:</b>	/s/ Michael Tily
<b>DATE SIGNED:</b>	06/17/2015

**Total Attachments: 9**

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## ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective June 12, 2015, by and between Apiqe Holdings, LLC, a Delaware limited liability company (the "Assignee") and apiqe inc, a Delaware corporation (the "Assignor"). Capitalized terms used herein but not otherwise defined, have the meanings assigned to such terms in the Purchase Agreement (defined below).

### WITNESSETH:

WHEREAS, Assignee and Assignor, have entered into a Contribution and Share Purchase Agreement, dated as of June 12, 2015 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to the Assignee all of the "apiqe inc Assets" including, without limitation, the "apiqe inc IP";

WHEREAS, the trademarks and patents listed on Exhibit A hereto are the "apiqe inc IP" and are included in the "apiqe inc Assets" and are registered (the "Registered Intellectual Property") with the United States Patent and Trademark Office ("USPTO"); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective rights, titles and interests in and to all Registered Intellectual Property included in the "apiqe inc Assets" be assigned and transferred to the Assignee as provided in the Purchase Agreement and that this Agreement be filed with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

#### 1. Assignment of Registered Intellectual Property Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all right, title and interest in and to any and all Registered Intellectual Property included in the "apiqe inc Assets" together with the goodwill of the business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for the Assignee use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of the Assignee successors and assigns.

#### 1.2 Further Assurances.

(a) The Assignor and the Assignee hereby agree that, promptly on or after the Effective Date, the Assignee or its representatives shall file this Agreement with the USPTO or such other applicable governmental authorities necessary to transfer and secure the rights assigned hereby.

(b) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, as the

Assignee requests from time to time (the reasonable, out-of-pocket costs and expenses which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to transfer and secure the rights assigned hereby and to obtain and/or transfer patent, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

(c) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between the Assignor and the Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between the Assignor and the Assignee as provided for in the Purchase Agreement.

## 2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder in connection with a permitted assignment of the Purchase Agreement.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

2.5 Counterparts. This Agreement may be executed in one or more original or facsimile (or other electronic counterparts) counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not a signatory to the same counterpart.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNEE:

Apiqe Holdings, LLC

By: 

Name: Donald L. DeVivo

Title: Authorized Person

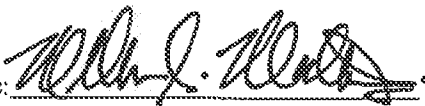
Address:

ACKNOWLEDGEMENT AND NOTARY

STATE OF NEW YORK,  
COUNTY OF NEW YORK )

On this 9th day of June, 2015, before me, a Notary Public in and for the State and County foresaid, personally appeared Donald L. DeVivo, known by me to be the person above named and an officer of Apiqe Holdings, LLC, who is duly authorized to execute this INTELLECTUAL PROPERTY ASSIGNMENT on behalf of Apiqe Holdings, LLC and who signed and executed the foregoing instrument on behalf of Apiqe Holdings, LLC.

[SEAL]

Notary Public: 

My Commission Expires: May 6, 2018

WILLIAM S. WALKER, JR.  
Notary Public, State of New York  
No. 01WA5059754  
Qualified in Kings County  
Commission Expires May 6, 2018

ASSIGNOR:

apiqe inc

By: 

Name: *Donald L. DeVivo*

Title: *Director*

Address:

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 04 day of June, 2015, before me, a Notary Public in and for the State and County foresaid, personally appeared Donald L. DeVivo, known by me to be the person above named and an officer of apiqe inc, who is duly authorized to execute this INTELLECTUAL PROPERTY ASSIGNMENT on behalf of apiqe inc and who signed and executed the foregoing instrument on behalf of apiqe inc.

[SEAL]

Notary Public:

My Commission Expires: May 6, 2018

WILLIAM S. WALKER, JR.  
Notary Public, State of New York  
No. 01WA5059754  
Qualified in Kings County  
Commission Expires May 6, 2018



## EXHIBIT A

### Registered Intellectual Property

#### I. Trademarks

Trademark	Registration Number	Registration Date
actifilter	4177129	July 17, 2012
apiqe	4180719	July 24, 2012
APIQE	4180718	July 24, 2012
apiqe	4184239	July 31, 2012
apiqe	4184238	July 31, 2012
apiqe	4184237	July 31, 2012
APIQE	4187834	August 7, 2012
APIQE	4187833	August 7, 2012
APIQE	4184193	July 31, 2012

## II. Patents

Country	Status	Status	Matter Title	Application No	Application Date	Publication No	Publication Date	Pat./Reg. No.	Grant/Reg. Date
United States of America	Inactive	Expired	WATER DISPENSER SYSTEM	61/500451	6/23/2011				
United States of America	Inactive	Expired	DISPOSABLE FILTER CARTRIDGE FOR WATER DISPENSER	61/500469	6/23/2011				
United States of America	Inactive	Expired	FLAVOR ADAPTOR AND PACK	61/500500	6/23/2011				
United States of America	Inactive	Expired	FLOW DISPENSER	61/500440	6/23/2011				
United States of America	Inactive	Expired	FLOW COMPENSATOR	61/500461	6/23/2011				
United States of America	Granted		APPARATUSES, SYSTEMS AND METHODS FOR EFFICIENT SOLUBILIZATION OF CARBON DIOXIDE IN WATER USING HIGH ENERGY IMPACT	12/772641	5/3/2010	2011-0268845	11/3/2011	8567767	10/29/2013
United States of America	Pending		FLAVORED BEVERAGE SYSTEM	61/638324	4/25/2012				
United States of America	Pending		FLAVOR POD DISPENSER	61/638346	4/25/2012				
United States of America	Pending		FILTER FOR BEVERAGE SYSTEM	61/638337	4/23/2012				
United States of America	Pending		WATER DISPENSER SYSTEM FEATURING REFRIGERATOR INTEGRATION	61/654487	6/1/2012				
United States of America	Inactive	Expired	FLAVORED BEVERAGE SYSTEM	61/713980	10/15/2012				
United States of America	Inactive	Expired	FILTER FOR BEVERAGE SYSTEM	61/714063	10/15/2012				
United States of America	Granted		APPARATUSES, SYSTEMS AND METHODS FOR EFFICIENT SOLUBILIZATION OF CARBON DIOXIDE IN	13/780977	2/28/2013	2013-0171297	7/4/2013	8636268	1/28/2014

**PATENT**

Country	Status	Status	Matter Title	Application No	Application Date	Publication No	Publication Date	Pat. Reg. No.	Grant/Reg. Date
			WATER USING HIGH ENERGY IMPACT						
United States of America	Pending	Published	WATER DISPENSER SYSTEM	14/138712	12/23/2013	2014-0239521	8/28/2014		
United States of America	Pending	Published	DISPOSABLE FILTER CARTRIDGE FOR WATER DISPENSER	14/138811	12/23/2013	2014-0238920	8/28/2014		
United States of America	Pending	Published	FLOW DISPENSER, FLAVOR ADAPTER, AND FLAVOR PACK	14/138817	12/23/2013	2014-0238247	8/28/2014		
United States of America	Pending	Published	FLOW COMPENSATOR	14/138831	12/23/2013	2014-0239519	8/28/2014		
United States of America	Pending	Published	APPARATUS, SYSTEMS AND METHODS FOR EFFICIENT SOLUBILIZATION OF CARBON DIOXIDE IN WATER USING HIGH ENERGY IMPACT	14/162343	1/23/2014	2014-0284822	9/25/2014		
United States of America	Inactive	Expired	SYSTEM AND METHOD FOR DISPENSING CARBONATED BEVERAGES	61/953533	3/14/2014				
United States of America	Pending		SYSTEMS AND METHODS FOR TARGETED REMOVAL OF CONTAMINANTS FROM WATER	62/061560	10/8/2014				
United States of America	Pending		BEVERAGE SYSTEM WITH FLAVOR POD DISPENSER	14/396013	4/25/2013				