

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3869378

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANOVA INDUSTRIES INC.	07/31/2015
RECEIVING PARTY DATA	
Name:	ANOVA APPLIED ELECTRONICS, INC.
Street Address:	580 HOWARD STREET, UNIT 104
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 23	
Property Type	Number
Application Number:	13935971
Application Number:	14213792
Application Number:	14493010
Application Number:	14491961
Application Number:	14559530
Application Number:	14632743
Application Number:	14678403
Application Number:	14727369
Application Number:	14727402
Application Number:	14727431
Application Number:	14727444
Application Number:	62099396
Application Number:	61794170
Application Number:	61764984
Application Number:	61880691
Application Number:	61880714
Application Number:	61911384
Application Number:	61932143
Application Number:	61946431
Application Number:	62005844

PATENT

Property Type	Number
Application Number:	62005860
Application Number:	62005875
Application Number:	62005885

CORRESPONDENCE DATA

Fax Number: (415)693-2222

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.

Phone: 4156932000

Email: crhem@cooley.com

Correspondent Name: COOLEY LLP

Address Line 1: 101 CALIFORNIA STREET, 5TH FLOOR

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	325212-100 ANOVA
NAME OF SUBMITTER:	C. RHEM
SIGNATURE:	/CR/
DATE SIGNED:	05/11/2016

Total Attachments: 13

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OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT

THIS OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of July __, 2015 (the “Effective Date”) by and between Anova Industries Inc., a Texas corporation (“Assignor”), and Anova Applied Electronics, Inc., a Delaware corporation, with its principal place of business at 580 Howard Street, Unit 104, San Francisco, California (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated on or about the date hereof (the “Agreement”);

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, (i) the United States patents set forth on Schedule A attached hereto, (ii) the United States patent applications set forth on Schedule B attached hereto, (iii) the foreign patents and patent applications set forth on Schedule C attached hereto (the items described in clauses (i) – (iii), collectively, the “Patents”), the domain names and social media accounts set forth on Schedule D attached hereto (the “Domain Names”), (iv) the United States and foreign trademark registrations and applications for registration set forth on Schedule E hereto, together with the goodwill of the business associated therewith (the “Trademarks”, and (v) all Assignor’s discoveries, ideas, business plans, concepts, improvements, inventions (whether patentable or not), knowledge, know-how, processes, information, data, data collections, procedures, processes, techniques, designs, drawings, flow charts, software code (in any form including source code and executable or object code), user interface, wire frames, computer programs, trade secrets and works of authorship used in connection with or related to the manufacture, development, marketing or sale of consumer immersion cooking devices and related accessories (the “Business”), including brand names, product names, logos and slogans, and associated goodwill, and together with the Patents, Trademarks and Domain Names, the “Property”); and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the Property.

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

1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Property, on a worldwide basis, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, 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, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or

other legal representatives. Other than as set forth in that certain Intellectual Property License Agreement, entered into on or about the date hereof by Assignor and Assignee (the "License Agreement"), Assignor hereby acknowledges that Assignor retains no right to use the Property and agrees not to challenge the validity of the Assignee's ownership of the Property.

2. Assignor possesses all necessary rights and privileges to cause the Property to be duly and appropriately registered in, filed in or issued by the United States Patent and Trademark Office, United States Copyright Office or the corresponding offices of other jurisdictions and countries, and, to Assignor's actual knowledge, there is no fact or circumstance which would prevent such registration, filing and/or issuance.

3. Assignor has not intentionally withheld any material information in its possession relating to the Property, and the information related to the Property that Assignor has provided is up-to-date and accurate in all material respects.

4. Assignor has not intentionally concealed the existence of any data or information concerning the Property that suggests that there exists quality, safety and/or efficacy concerns that would reasonably be expected to materially impair the utility and/or safety of the product, or anticipated components thereof.

5. Other than intellectual property related to the marketing and sale of consumer immersion cooking devices and related accessories that may be owned by Get Fresh, Inc., a Delaware corporation, the Property assigned hereunder is all of the intellectual property sufficient for Assignee to conduct the Business in the manner currently conducted by Assignor and by Anova Culinary, LLC, and as currently proposed to be conducted by Assignor and by Anova Culinary, LLC.

6. Assignor authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Property, and with respect to the Patents, to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

7. Upon each request by Assignee, without additional consideration, Assignor agrees to use its commercially reasonable efforts to promptly execute documents, testify and take other acts (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) at the Assignee's expense as the Assignee may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance, as may be reasonably requested by Assignee, (1) in the preparation and prosecution of any applications covering the rights assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to any facts relating to the rights assigned herein and this Assignment; (3) in obtaining any additional protection in connection with the rights assigned under this Assignment that Assignee may reasonably deem

appropriate which may be secured under the laws now or hereafter in effect in the United States or any other applicable jurisdiction; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world; in each case in the Assignee's name and for its benefit.

8. In the event the Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Other than as set forth in the License Agreement, Assignor hereby waives and quitclaims to the Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned hereunder.

9. Assignor hereby represents and warrants that (1) its right, title and interest in and to the Property is free and clear of any liens and encumbrances, (2) it has full and exclusive right to assign all of its interests therein to Assignee, (3) it has not executed and will not execute any agreement or other instrument in conflict herewith, (4) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (5) to Assignor's actual knowledge, none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (6) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound and (7) Assignor has maintained the Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party.

10. Other than the matters described on Annex A hereto, Assignor further represents and warrants to the Assignee that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Property. Assignor agrees to promptly inform the Assignee of any such claim arising or threatened in the future with respect to the Property or any part thereof.

11. Assignor will indemnify and hold harmless the Assignee, and any subsequent assignee of the Property or any part thereof, as well as any officer, director or stockholder of Assignee or of any subsequent assignee of the Property, from any and all claims, losses, liabilities, damages, expenses and costs (including reasonable, documented attorneys' fees and court costs) (collectively, "**Losses**") that result from a breach or alleged breach of any representation or warranty or covenant of Assignor (a "**Claim**") set forth in this Agreement, provided that the Assignee gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense. Assignor shall not have any obligation to indemnify any person entitled to indemnification hereunder with respect to any Loss until such person shall have suffered aggregate Losses in excess of \$50,000 in respect of a breach or alleged of a representation or warranty or covenant hereunder, at which point Assignor

shall be obligated to indemnify such person for the amount of such Losses in excess of \$50,000, provided that the maximum aggregate liability for any such breach or alleged breach shall be limited to an amount equal to \$2,000,000 and in no case shall Assignor's maximum aggregate liability under this Agreement exceed the amount then outstanding (as of the date Assignor is given written notice of such Claim) under that certain Secured Promissory Note, by and among Anova Applied Electronics, Inc., a Delaware corporation and Stephen Svajian, entered into on or about the date hereof.

12. Assignor further agrees to deliver to the Assignee upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Assignee from and after the execution of this Agreement and at the expense of the Assignee competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property. Notwithstanding the foregoing provisions of this paragraph 9, nothing in this Agreement shall prohibit Assignor from maintaining possession and/or control over such tangible manifestations of the Property to the extent necessary or related to the manufacturing, design and/or logistics services provided by or on behalf of Assignor for the benefit of Assignee.

13. This Agreement and the Schedules attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

14. This Agreement will be governed and construed in accordance with the laws of the State of Delaware as applied to transactions taking place wholly within Delaware between Delaware residents.

15. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. To the extent that Assignee assigns any of its rights hereunder, such subsequent assignee will be deemed to be the "Assignee" for all purposes hereunder.

16. Notwithstanding any prohibition contained in this Assignment or elsewhere, the parties hereto specifically and expressly hereby intend and agree that Stephen Svajian ("SS") shall be and is hereby, named a third-party beneficiary of this Assignment, with full rights as such. In furtherance of the foregoing, if, at any time after the Effective Date, any further action is determined by SS to be necessary or desirable to carry out the purposes of this Assignment or to vest in Assignee the full right, title and possession of and to the Property, the parties agree to, and hereby do, fully authorize SS, delegating all such necessary powers and authorities, to take any such action(s) (in the name of Assignee and otherwise), including, if necessary, the initiation, management, and settlement of any resulting litigation.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

ANOVA INDUSTRIES, INC.

DocuSigned by:

-----63B8EA18761342A-----

Name: _____

Title: _____

ASSIGNEE:

ANOVA APPLIED ELECTRONICS, INC.

DocuSigned by:

-----8B7BF01CC4E04F5-----

Name: _____

Title: _____

[OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT SIGNATURE PAGE]

ANNEX A

PAST CLAIMS

Below is a brief summary of the two sets of allegations made against Anova Industries, Inc. ("Anova" for purposes of this Annex A) to date. In both instances, no litigation has yet resulted or is anticipated as of the date hereof.

- Sansaire. On or about April 8, 2014, Anova received a cease and desist request from Sansaire regarding a copyrighted image appearing briefly on the Anova website. Based on Anova's internal investigation, this single image had been mistakenly incorporated into Anova's website and was removed in approximately one business day. Anova communicated these facts to Sansaire.
- Preston Industries, Inc. On or about December 6, 2012, Preston Industries, Inc. sent to Anova a cease and desist letter with respect to several trademarks based on the phrase "SousVide", trade dress, as well as a then pending U.S. patent application. The patent referred to in the letter was issued as U.S. Patent No. 8,469,678 in June of 2013. Counsel for Anova responded to Preston Industries and on or about January 29, 2013 explaining that at the time no products had yet been sold and that the products depicted on the Anova website were still in development. Further, Anova's response indicated that any use of the phrase "sous vide" by Anova would be descriptive rather than as trademark.

SCHEDULE A

U.S. PATENTS

None.

SCHEDULE B

U.S. PATENT APPLICATIONS

Title	Applic. No./ Filing Date	Filing Date
Circulator Cooker	13935971	7/5/2013
Sous-Vide Cooking Chamber	14213792	3/14/2014
Temperature Control Circulator Device	14493010	9/22/2014
Submersible Circulator Cooker	14491961	9/19/2014
Circulator Cooker with Alarm System	14559530	12/3/2014
Heating Circulator Cooker with Openable Pump Housing	14632743	2/26/2015
Programmable Heating Circulator	14678403	4/3/2015
Event Tracking Precision Sous Vide Cooker Device	14727369	6/1/2015
Code Translation Program for Precision Sous Vide Cooker Device	14727402	6/1/2015
Sous-Vide Cooker with Image Translation Functionality	14727431	6/1/2015
Combination Cooker with Sous Vide Functionality	14727444	6/1/2015
Circulator Cooker	62099396	1/2/2015
Sous-Vide Cooking Chamber	61794170	3/15/2013
Circulator Cooker	61764984	2/14/2013
Temperature Control Circulator Device	61880691	9/20/2013
Submersible Circulator Cooker	61880714	9/20/2013
Circulator Cooker with Alarm System	61911384	12/3/2013
Combination Cooker	61932143	1/27/2014
Heating Circulator Cooker with Openable Pump Housing	61946431	2/28/2014
Event Tracking Precision Sous Vide Cooker Device	62005844	5/30/2014
Code Translation Program for Precision Sous Vide Cooker Device	62005860	5/30/2014
Picture to Cook Temperature Translation Program for Precision Sous Vide Cooker Device	62005875	5/30/2014
Combination Cooker with Sous Vide Functionality	62005885	5/30/2014

SCHEDULE C

FOREIGN PATENTS

None.

FOREIGN PATENT APPLICATIONS

Title	Country	Pub. No.	Pub. Date	Applic. No.	Filing Date
Circulator Cooker	Australia	-	-	2014200334	1/20/2014
Circulator Cooker	EP	-	-	141545285	2/10/2014
Circulator Cooker	Japan	-	-	2014025539	2/13/2014
Heater Circulator	PCT	-	-	PCT/US/1447838	6/23/2014
Combination Cooker	PCT	-	-	PCT/US/1513105	1/27/2015
Programmable Heating Circulator	Australia	-	-	2015201720	4/3/2015
Programmable Heating Circulator	Canada	-	-	2887277	4/7/2015
Programmable Heating Circulator	EP	-	-	151626835	4/7/2015
Event Tracking Precision Sous Vide Cooker Device	Australia	-	-	2015202981	6/1/2015
Event Tracking Precision Sous Vide Cooker Device	Canada	-	-	2893374	6/1/2015
Event Tracking Precision Sous Vide Cooker Device	EP	-	-	151701653	6/1/2015
Event Tracking Precision Sous Vide Cooker Device	Japan	-	-	2015111594	6/1/2015
Code Translation Method for Precision Sous Vide Cooker Device	Australia	-	-	2015202982	6/1/2015
Code Translation Program for Precision Sous Vide Cooker Device	Canada	-	-	2893329	6/1/2015

Title	Country	Pub. No.	Pub. Date	Applic. No.	Filing Date
Code Translation Program for Precision Sous Vide Cooker Device	EP	-	-	151701752	6/1/2015
Code Translation Program for Precision Sous Vide Cooker Device	Japan	-	-	2015111595	6/1/2015
Sous-Vide Cooker with Image Translation Functionality	Australia	-	-	2015202983	6/1/2015
Sous-Vide Cooker with Image Translation	Canada	-	-	2893335	6/1/2015
Picture to Cook Temperature Translation Program for Precision Sous Vide Cooker Device	EP	-	-	151701760	6/1/2015
Souse-Vide Cooker with Image Translation Functionality	Japan	-	-	2015111598	6/1/2015
Combination Cooker with Sous Vide Functionality	Australia	-	-	2015202985	6/1/2015
Combination Cooker with Sous Vide Functionality	Canada	-	-	2893500	6/1/2015
Combination Cooker with Sous Vide Functionality	China	-	-	2015102939589	6/1/2015
Combination Cooker with Sous Vide Functionality	EP	-	-	151701687	6/1/2015
Combination Cooker with Sous Vide Functionality	Japan	-	-	2015111599	6/1/2015

SCHEDULE D

DOMAIN NAMES

Sousvides.com

Precisioncooker.com

Precisiontemperaturecooking.com

Precisiontemperaturecooking.net

Precisiontemperaturecooking.org

Precisiontemperaturecooker.com

Precisiontemperaturecooker.net

Precisiontemperaturecooker.org

SOCIAL MEDIA ACCOUNTS

None.

SCHEDULE E**U.S. TRADEMARK REGISTRATIONS**

Mark	Registration Number	Registration Date
Precision	86253374	4/16/2014
Souschef	86353998	7/31/2014

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK REGISTRATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.