

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4181887

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE ORANGE CHEF COMPANY	12/08/2016
RECEIVING PARTY DATA		
Name:	VITA-MIX MANAGEMENT CORPORATION	
Street Address:	8615 USHER ROAD	
City:	OLMSTED TOWNSHIP	
State/Country:	OHIO	
Postal Code:	44138	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15207375
CORRESPONDENCE DATA		
Fax Number:	(216)348-5474	
<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:	2163485400	
Email:	ipmailbox@mcdonaldhopkins.com	
Correspondent Name:	MCDONALD HOPKINS LLC	
Address Line 1:	600 SUPERIOR AVENUE EAST	
Address Line 2:	SUITE 2100	
Address Line 4:	CLEVELAND, OHIO 44114	
ATTORNEY DOCKET NUMBER:	33963-PENDING	
NAME OF SUBMITTER:	TODD A. BENNI	
SIGNATURE:	/Todd A. Benni/	
DATE SIGNED:	12/13/2016	
Total Attachments: 8		
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Schedule 2

VITAMIX INTELLECTUAL PROPERTY ASSIGNMENT

THIS VITAMIX INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into and effective as of December 8, 2016 (“**Effective Date**”), by and between by and between Vita-Mix Management Corporation a Delaware corporation (“**Vitamix Buyer**”) with principal offices located at 8615 Usher Road, Olmsted Township, Ohio 44138 and The Orange Chef Company a Delaware corporation (“**Seller**”) with principal offices located at 188 King St. Suite 603, San Francisco, CA 94107, both hereinafter referred to as the “**parties**,” either of which may be referred to hereinafter as a “**party**.”

BACKGROUND

Vitamix Buyer and Seller have executed and delivered an Asset Purchase Agreement dated December 8, 2016 (the “**Purchase Agreement**”), pursuant to which Seller desires to convey, transfer, assign and deliver to Vitamix Buyer, and Vitamix Buyer desires to accept from Seller, all of Seller’s right, title and interest in and to the Vitamix IP.

This Agreement is being executed and delivered in order to effectuate the transfer to Vitamix Buyer of the Vitamix IP pursuant to the terms of the Purchase Agreement. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

TERMS CONDITIONS

1. INTELLECTUAL PROPERTY. Seller hereby irrevocably sells, assigns, conveys, grants and transfers to Buyer, and its successors and assigns, the full and exclusive right to U.S. Patent Application Serial No. 15/207,375 (the “**Patent Application**”) and all letters patent of foreign countries which may be or have been issued on the invention disclosed in the Patent Application, all divisions, reissues, and continuations thereof, and all inventions disclosed therein, together with all claims for damages by reason of past or future infringement, with the right to sue for and collect the same for the use and benefit of Vitamix Buyer and its successors and assign.

2. RIGHTS. The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Seller agrees that it shall not initiate re-examination, opposition, or object to any use by Vitamix Buyer of the Vitamix IP, including, without limitation the Patent Application, or assist any third party in any of the foregoing.

3. FURTHER ASSURANCES. Seller will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may

be reasonably requested by Vitamix Buyer to vest, secure, and perfect, the rights and interests of Vitamix Buyer in and to the Vitamix IP.

4. **BINDING EFFECT.** This Agreement inures to the benefit of and is binding upon Vitamix Buyer, Seller and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by Seller without the prior written consent of Vitamix Buyer.

5. **CONFLICT WITH AGREEMENT.** This Agreement is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. A facsimile, PDF or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

7. **AMENDMENT.** This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Seller on the one hand, and Vitamix Buyer, on the other hand.

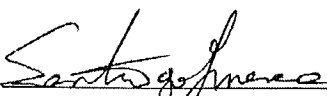
IN WITNESS WHEREOF, Seller and Buyer hereto have caused this Intellectual Property Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.


SELLER:

VITAMIX BUYER:

THE ORANGE CHEF COMPANY

VITA-MIX MANAGEMENT CORPORATION

By: 
Name: SANDRA MORERA
Title: President

By: 
Name: Loree W. Connors
Title: President

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of December 8, 2016 (the "**Effective Date**"), by and among Vita-Mix Management Corporation a Delaware corporation ("**Vitamix Buyer**") with principal offices located at 8615 Usher Road, Olmsted Township, Ohio 44138, The Perfect Company, a Delaware corporation ("**Perfect Buyer**," and together with Vitamix Buyer, "**Buyer**") with principal offices located at 705 Main Street, Suite 201, Vancouver, WA 98660 and The Orange Chef Company a Delaware corporation ("**Seller**") with principal offices located at 188 King St. Suite 603, San Francisco, CA 94107, all hereinafter referred to as the "**parties**," each individually which may be referred to hereinafter as a "**party**."

RECITALS

A. Prior to an adoption of a plan of liquidation and dissolution by its board of directors and stockholders, Seller was engaged in the business of developing, manufacturing and selling an Internet connectable food scale (the "Prep Pad") operatively coupled with a computer, smart phone, tablet or similar device through a mobile computing device software application (the "Software Application") used in conjunction with the Prep Pad (the "Business");

B. Perfect Buyer wishes to acquire all right, title and interest in and to U.S. Patent No. 9,389,117, titled "Successive Tare Scale System and Method" and all of the source code and files necessary to build and maintain the Prep Pad and Software Application, and all user email and contact information related to the Prep Pad and Software Application (collectively the "Perfect IP") and Seller wishes to convey the Perfect IP to Perfect Buyer, subject to the terms and conditions set forth in this Agreement.

C. Vitamix Buyer wishes to acquire all right, title and interest in and to U.S. Patent Application Serial No. 15/207,375, titled "Successive Tare Scale System and Method and all divisions, reissues, reexaminations, and continuations thereof (collectively the "Vitamix IP") and Seller wishes to convey the Vitamix IP to Vitamix Buyer, subject to the terms and conditions set forth in this Agreement.

D. Seller has ceased all operations and intends to wind up its affairs and liquidate and dissolve and distribute all of its remaining assets (including all of the proceeds from the sale of the Purchased Assets to Buyer under this Agreement) to Seller's creditors and investors.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to consummate said conveyance, Seller, Vitamix Buyer and Perfect Buyer hereby agree as follows:

1. Sale and Purchase of Assets.

1.1 Perfect IP. Seller hereby sells, transfers and assigns to Perfect Buyer, free and clear of all liens, encumbrances, security interests or other title defects of any kind (collectively, "Liens"), and Perfect Buyer hereby purchases for the consideration provided herein, all of Seller's right, title and interest in and to all of the Perfect IP, including all claims for damages by

reason of past or future infringement, with the right to sue for and collect the same for the use and benefit of Perfect Buyer and its successors and assigns. In addition, Seller agrees that it shall not initiate re-examination, opposition, or object to any use by Perfect Buyer of the Perfect IP or assist any third party in any of the foregoing. Seller further hereby sells, transfers and assigns to Perfect Buyer, free and clear of all Liens, and Perfect Buyer hereby purchases for the consideration provided herein, all of Seller's right, title and interest in and to all rights, legal and equitable, statutory and common law to the trademark PREP PAD, including the goodwill associated therewith or symbolized thereby, together with all claims for damages by reason of past or future infringement, with the right to sue for and collect the same for the use and benefit of Perfect Buyer and its successors and assigns.

1.2 Vitamix IP. Seller hereby sells, transfers and assigns to Vitamix Buyer, free and clear of all Liens, and Vitamix Buyer hereby purchases for the consideration provided herein, all of Seller's right, title and interest in and to all of the Vitamix IP, including all claims for damages by reason of past or future infringement, with the right to sue for and collect the same for the use and benefit of Vitamix Buyer and its successors and assigns. In addition, Seller agrees that it shall not initiate re-examination, opposition, or object to any use by Vitamix Buyer of the Vitamix IP or assist any third party in any of the foregoing.

2. Consideration for the Purchased Assets.

(a) Vitamix Purchase Price. The total consideration payable by Vitamix Buyer to Seller hereunder for the Vitamix IP shall be the sum of Ten Thousand Dollars (\$10,000.00) (the "Vitamix Purchase Price"), which shall be paid by company check within two (2) business days of the date on which the Vitamix Intellectual Property Assignment is recorded for U.S. Patent Application Serial No. 15/207,375 with the United States Patent and Trademark Office and verification by Vitamix that the '375 Application is active and pending.

(b) Perfect Buyer Responsibilities. Perfect Buyer hereby agrees to and will maintain the current Seller Software Application associated with the Prep Pad, as of the Effective Date, for a period of three (3) years after the Effective Date, unless Perfect Buyer incorporates the Software Application features into one of its own applications. For purposes of this Agreement, "maintain" includes fixing software errors and bugs, but does not include developing improvements, updates to integrate new or additional devices or operating systems.

3. Representations and Warranties of Seller. Seller represents and warrants to Vitamix Buyer and Perfect Buyer as follows:

(a) Organization; Power and Capitalization. Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware. Seller has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and each other agreement and document executed and delivered by it in connection herewith. There is no outstanding, right or security granted or issued to any third party in the Perfect IP and/or Vitamix IP.

(b) Title to Assets. Seller has good and marketable title to the Vitamix IP and Perfect IP, free and clear of any Liens. No Affiliate of Seller or other person or entity owns, or has any other interest in, any of the Vitamix IP and Perfect IP. Seller has the unqualified right to sell and transfer to Vitamix Buyer and Perfect Buyer all of the Vitamix IP and Perfect IP as contemplated hereby. Seller has sole possession and control of all of the Vitamix IP and Perfect IP, and the Vitamix IP is pending before the USPTO.

(c) Additional Agreements. Seller will execute the Perfect Intellectual Property assignment attached hereto as Schedule 1 so that Perfect Buyer may record same with the US Patent and Trademark Office. Seller will execute the Vitamix Intellectual Property assignment attached hereto as Schedule 2 so that Vitamix Buyer may record same with the US Patent and Trademark Office.

4. Representations and Warranties of Vitamix Buyer. Vitamix Buyer hereby represents and warrants to Seller that Vitamix Buyer is a Delaware corporation duly formed, validly existing and in good standing under the laws of the State of Delaware. Vitamix Buyer has full power and authority to execute, deliver and perform its obligations under this Agreement and each other agreement and document executed and delivered by it in connection herewith.

5. Representations and Warranties of Perfect Buyer. Perfect Buyer hereby represents and warrants to Seller that Perfect Buyer is a Delaware corporation duly formed, validly existing and in good standing under the laws of the State of Delaware. Perfect Buyer has full power and authority to execute, deliver and perform its obligations under this Agreement and each other agreement and document executed and delivered by it in connection herewith.

6. Deliveries.

(a) Deliveries by Seller to Perfect Buyer. Within two (2) business days of the Effective Date, Seller shall deliver to Perfect Buyer an executed copy of the Perfect Intellectual Property Assignment attached as Schedule 1 and any other agreement, document and instrument required to be delivered, or reasonably requested to be delivered, to Perfect Buyer pursuant to the terms of this Agreement.

(b) Deliveries by Seller to Vitamix Buyer. Within two (2) business days of the Effective Date, Seller shall deliver to Vitamix Buyer an executed copy of the Vitamix Intellectual Property Assignment attached as Schedule 2 and any other agreement, document and instrument required to be delivered, or reasonably requested to be delivered, to Vitamix Buyer pursuant to the terms of this Agreement.

(c) Deliveries by Vitamix Buyer to Seller. In no more than ten (10) business days of the Effective Date, Vitamix Buyer shall deliver to Seller payment of the Vitamix Purchase Price as set forth in Section 2.2.

7. Miscellaneous Provisions.

(a) Publicity. Neither party will make any public announcements with respect to the specific details of this Agreement or the transactions contemplated hereby without the written consent of the other party unless required by law. If such public disclosure or

notice is required by law, the disclosing party will use commercially reasonable efforts to give the other party prior written notice of the disclosure to be made. Notwithstanding the foregoing, Perfect Buyer and Seller will cooperate to make a mutually agreed to public announcement of the maintenance provided by Perfect Buyer under Section 2.b. of this Agreement. Perfect Buyer will contact all Prep Pad users within 30 days of receiving the Prep Pad user e-mail list from Seller.

(b) Further Assurances and Assistance. Each party agrees that it will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to effect the provisions of this Agreement and each of the other agreements and documents delivered by such party in connection herewith. Seller further agrees that at any time and from time to time after the Effective Date, it will execute and deliver to Buyer such further conveyances or assignments as Buyer may reasonably request, at Buyer's sole cost and expense, to perfect Buyer's title to the Purchased Assets.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(e) Governing Law; Jurisdiction; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, without giving effect to the conflict of law provisions thereof.

(f) Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the party to be charged, and, unless otherwise stated therein, no such waiver shall constitute a waiver of any other provisions hereof (whether or not similar) or a continuing waiver.

(g) Survival. Unless and to the extent otherwise specified herein, all terms of this Agreement which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assigns.

(h) Entire Agreement. This Agreement, the Schedules referenced herein and the documents to be delivered hereunder constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous negotiations, agreements and understandings of the parties. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

(i) Seller's Dissolution. Buyer acknowledges that Seller has ceased all operations and has wound up its affairs and intends to liquidate and dissolve and distribute all of its assets, including the purchase price, to its creditors and investors. This Agreement may only be enforced against Seller and no representative, affiliate, officer, director, employee, equityholder or creditor of Seller will have any liability for any of the

representations, warranties, covenants, agreements or other obligations or liabilities of Seller arising out of or related to this Agreement.

(ii) Buyer acknowledges and agrees that the representations and warranties in Article 3 are the sole and exclusive representations, warranties and statements of any kind made to Buyer and on which Buyer may rely in connection with the transactions contemplated by this Agreement, and neither Seller nor any of its representatives or affiliates, nor any other person, has made any other representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Seller or the purchased assets. Buyer disclaims all other representations and warranties of any kind or nature expressed or implied, whether in written, electronic or oral form, including (in each case, other than the representations and warranties in Article 3). Except for the representations and warranties in Article 3, the purchased assets are being acquired on an "AS IS" "WHERE IS" BASIS WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE OR A PARTICULAR PURPOSE OR TRADE OR ANY OTHER EXPRESSED OR IMPLIED WARRANTY.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

SELLER:

THE ORANGE CHEF COMPANY

By: Santiago Gomez

Its: President

VITAMIX BUYER:

VITA-MIX MANAGEMENT CORPORATION

By: Renee W. Connors

Its: President & Treasurer

PERFECT BUYER

THE PERFECT COMPANY

By: [Signature]

Its: CEO