

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4361571

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KEVIN JIN YOUN	04/04/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WISER WASH INC.
<b>Street Address:</b>	14735 GARFIELD AVE
<b>City:</b>	PARAMOUNT
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90723
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9562318
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(562)790-8199
<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>	7143369668
<b>Email:</b>	ky@ecoprk.com
<b>Correspondent Name:</b>	KEVIN JIN YOUN
<b>Address Line 1:</b>	2827 MUIR TRAIL DR
<b>Address Line 4:</b>	FULLERTON, CALIFORNIA 92833
<b>NAME OF SUBMITTER:</b>	KEVIN YOUN
<b>SIGNATURE:</b>	/kevinyoun/
<b>DATE SIGNED:</b>	04/10/2017
<b>Total Attachments: 11</b>	
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# PATENT ASSIGNMENT

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This Patent Assignment (the "Agreement") is made and effective the 4<sup>th</sup> of April 2017.

**BETWEEN:** KEVIN YOUN (the "Assignor"), an individual of  
2827 Muir Tall Drive,  
Fullerton, CA 92833

**AND:** WISER WASH, INC. (the "Assignee"), a corporation organized and existing under the laws of the  
State of California, with its head office located at:  
14735 Garfield Ave  
Paramount CA 90723

WHEREAS, Assignor, has invented a certain new and useful invention (the "Invention") and Assignor holds a patent related thereto, both of which are described in Exhibit A (the "Patent"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Invention and the Patent;

NOW, the parties agree as follows:

## 1. ASSIGNMENT

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patent and the Invention.

## 2. CONSIDERATION

In consideration for the assignment set forth in Section 1, all the pre-requisites of the Partnership agreement should be fulfilled as indicated in Exhibit B (the "Partnership Agreement").

## 3. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Invention and the Patent;
- (c) The Invention and Patent are free of any liens, security interests, encumbrances or licenses;
- (d) The Invention and Patent do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- (h) the Assignee can register and dispose of the copyright in the Work in the Assignee's own name.

## 4. ATTORNEY'S FEES

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as

may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

## 5. ENTIRE AGREEMENT

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

## 6. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

## 7. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

## 8. AGREEMENT TO PERFORM NECESSARY ACTS

Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

## 9. GOVERNING LAW

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR

ASSIGNEE

  
\_\_\_\_\_  
Authorized Signature  
Kevin Youn - CEO and President

  
\_\_\_\_\_  
Authorized Signature  
Kevin Youn - CEO and President

  
\_\_\_\_\_  
Authorized Signature  
Fuat Gozacan - Chairman

Patent Assignment

**PATENT**  
**REEL: 041950 FRAME: 0452**

# NOTARIZATION FORM

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State of CALIFORNIA

County of LOS ANGELES

On 4th of April 2017 before me, notary, Vanessa Alexandra Kasten personally appeared Kevin Jin Youn personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature see attached acknowledgement  
Notary

(Seal)

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Patent Assignment

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

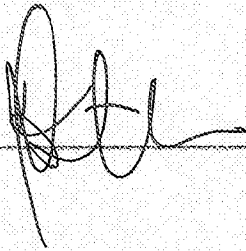
State of California  
County of Los Angeles

On April 04, 2017 before me, Vanessa Alexandra Kasten, Notary Public personally appeared Kevin Jin Youn who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ <sup>are</sup> subscribed to the within instrument and acknowledged to me that ~~he~~ <sup>she</sup> ~~they~~ executed the same in ~~his~~ <sup>her</sup> ~~their~~ authorized capacity(ies), and that by ~~his~~ <sup>her</sup> ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

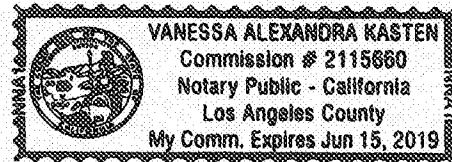
WITNESS my hand and official seal.

Signature



(seal)

RE: Patent Assignment- Assignor



## EXHIBIT A

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The Invention: Method for decolorizing a denim fabric using ozone

Patent #: US9562318 B2

Country  
of Patent: UNITES STATES OF AMERICA

Date of Patent Grant: 7 Feb 2017

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Patent Assignment

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REEL: 041950 FRAME: 0455

# EXHIBIT B

## SHAREHOLDERS AGREEMENT

THIS SHAREHOLDERS AGREEMENT (the "Agreement" or "Shareholders Agreement") is made and entered into on 29.03.2017 by and between:

- (1) **FUAT GÖZAÇAN**, a person/business man generally continues his activities in Turkey and Europe, domiciled in Izmir Turkey at the registered address Fatih Mahallesi 194/1 Sokak No.4 35410 Gaziemir Izmir Turkey, ("FG");
- (2) **KEVIN JIN YOUN**, on behalf of himself and on behalf of Eco PRK, LLC. existing under the laws of California, and with its registered address at 14735 Garfield Ave, Paramount, CA 90723, USA ("KY").  
(FG and KY, are hereafter sometimes referred to individually as a "Shareholder" or a "Party", or collectively as the "Shareholders" or "Parties")

### WHEREAS:

- (A) The Shareholders wish to establish a joint stock company, established and organized under the laws of the state of California, USA (the "Company") to implement textile and denim manufacture business.
- (C) The Shareholders desire to enter into this Agreement in order to establish the respective rights and obligations of the Parties hereto in connection with the formation and operation of the Company.

NOW THEREFORE, IT IS HEREBY AGREED as follows:

### 1. THE COMPANY AND ITS SHAREHOLDERS

#### 1.1 Name of Company

The title of the company shall be "Wiser Wash Inc." (or such similar name as determined and approved by the shareholders in their sole discretion, if legally not possible).

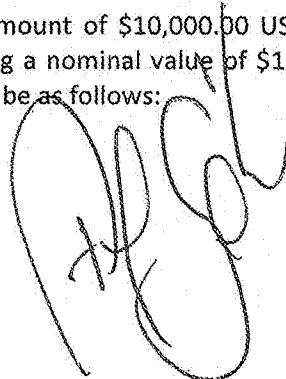
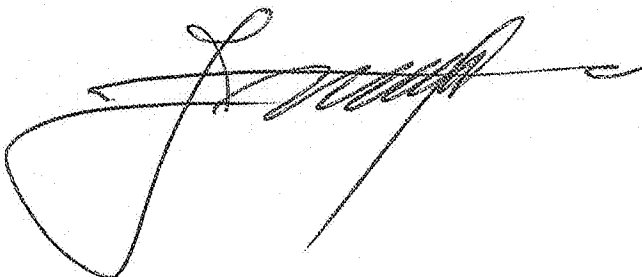
#### 1.2 Relationship of Parties

Except as expressly provided by this Agreement or the articles of association of the Company, nothing herein or therein shall be construed to authorize any Party to act as the agent of any other Party, nor to permit any Party to act on behalf of or bind any other Party, nor to give any Party the authority to act for, or to assume or incur any obligations or liabilities on behalf of, any other Party.

### 2. SHARES AND SHAREHOLDINGS

#### 2.1 Share Capital

The company will be founded with a capital amount of \$10,000.00 USD; the capital will consist of 10,000 shares, with each share having a nominal value of \$1.00 USD. As of the date established, the shareholding structure will be as follows:



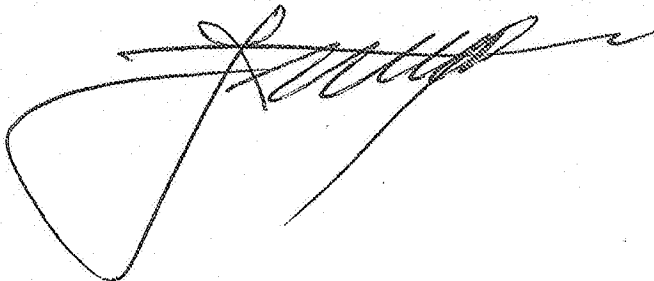
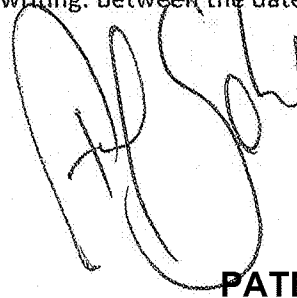


Shareholder	Share percentage	No. of Shares	Nominal Values of the Shares owned (\$)
Fuat Gözaçan	50 %	5000	5,000.00
Kevin Jin Youn	50%	5000	5,000.00
Total		100	10,000.00

2.2 Mutual Commitment of the Parties and Capital Increase

KY's represents and warrants to FG as follows:

- 2.2.1 KY holds ownerships and all legal rights of a United States Patent, "METHOD FOR DECOLORIZING A DENIM FABRIC USING OZONE", with the patent number "US 9,562,318 B2" ("hereinafter "Patent"). KY agrees and undertakes to transfer and give all intellectual, industrial and without exception complete legal rights of this Patent to the "Company". KY and the Parties will perform every necessary official and legal procedures, agreements, proceedings etc. to duly finalize such transfer within a reasonable length of term from the execution date of this agreement.
- 2.2.2 Any possible patent or similar intellectual and industrial right to be awarded to KY within next 10 years as from signing date of this Agreement shall also and additionally be transferred to Wiser Wash Inc. by KY; for avoidance of doubt, this article shall be deemed to be governed under same rules stipulated in above sub-article.
- 2.2.3 Eco PRK, LLC is a corporation duly organized, validly existing and in good standing under the laws of the State of California and it has full power and authority to own its assets assets and carry on its business now being conducted;
- 2.2.4 KY has full power and authority to enter into this Agreement to transfer the assets including intellectual property rights of Eco PRK LLC. All corporate or other proceedings required to be taken by or on the part of KY to authorize KY to enter into and carry out this Agreement shall have been duly and properly taken prior to signing of this Agreement;
- 2.2.5 The ownership and any other legal rights of Eco PRK, LLC's entire accounts receivables and inventory – approximately \$60,000 to \$70,000 USD will be transferred Company; the regarding list to show the receivables and the inventory will be arranged separately upon signing the Agreement hereby.
- 2.2.6 The ownership and any other legal rights of Tortoise brand will be transferred to the Company.
- 2.2.7 The ownership and any other legal rights of all trademarks registered under KY and/or Eco PRK LLC will be transferred to the Company.
- 2.2.8 The ownership and any other legal rights of all machines and equipment currently installed at Eco PRK facility will be transferred to the Company. All of the tangible assets and personal property to be transferred to the Company herby are in good and operating condition and repair, except as otherwise may be expressly disclosed to Purchaser, in writing. Between the date hereof and the

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Closing Date there will be no more than normal wear and tear in respect of the use

- 2.2.9 KY has good and marketable title to all assets to be transferred hereby and the same are free and clear of all security interests, mortgages, pledges, liens, encumbrances, charges or claims of any nature whatsoever;
- 2.2.10 FG's commitment to Washer Wash, Inc
- 2.2.11 FG; once the completion of the transfer of ownership of the Patent to the Company and other transfers stated above by KY, shall fulfil below contributions and payments both to the Company and KY as is defined below:
- 2.2.12 FG will pay \$95,000 USD to Eco PRK, LLC to payoff Eco PRK, LLC's bank credit debt.
- 2.2.13 FG will invest on moderate remodelling of Wisner Wash Inc. facility. The remodelling will include the installation of insulation to the building, roof renovation with the installation of additional sky lights, painting of entire building structure, flooring, remodel of showroom, and front signage.
- 2.2.14 FG will invest in all necessary machines and equipment in order to achieve a 10,000 pieces/month capacity facility, with improvements to include the following: upgrading of ozone machine, ozone tumbler, laser machine, extractor, wastewater recycle system, air compressor, building electrical, wash machine and dryer (by Tolkar Smartex) and other improvements deemed necessary.
- 2.2.15 FG will invest in the production of a documentary film about Wisner Wash.
- 2.2.16 FG will cover all operating losses of Wisner Wash, Inc. in the form of a company loan until the end of year 2018, not to exceed \$ 200,000 in total. Terms of the loan to be agreed upon by the shareholders of the company at a later time.

Notwithstanding the increased capital amount of the Company, parties shall maintain an equal number of shares in the Company.

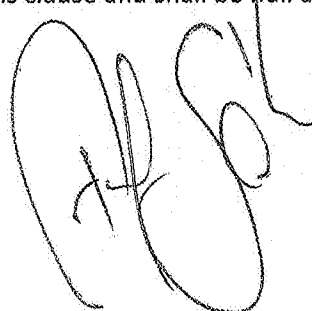
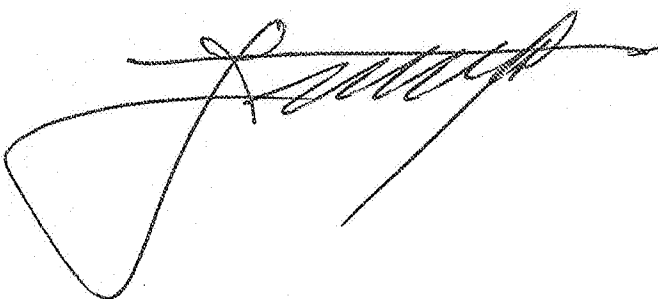
Both FG and Wisner Wash Inc. shall not be responsible of previous debts and liabilities of KY and Eco Prk. as from the date of establishment of Wisner Wash Inc.; for avoidance of doubt, all debts and liabilities of KY or Eco Prk. before its/their workers such as severance pay, wage and other indemnities under Labour Law, all tax debts, all other official debts and liabilities and all commercial and personal debts borne by any proceedings, transaction or whatsoever reason of KY or Eco Prk.

### 2.3 New Shareholders

Any Party can introduce new investors/shareholders to the Company but entry of the new investors/shareholders into the company shall be subject to the approval by the Parties hereto.

### 2.4 Limitation on Share Transfers

Except as expressly permitted by a unanimous decision from the company's Board Members, no Shareholder shall, whether directly or indirectly, (i) establish any encumbrance over its shares or any right, title or interest therein or thereto, or (ii) transfer any shares or any right, title or interest therein or thereto. Any attempt to transfer or encumber any shares is in direct violation of this clause and shall be null and void.



### 3. THE BOARD

#### 3.1 Composition

The Board shall consist of four (4) Members.

FG shall be Chairman;

Except as otherwise required by Applicable Law and clauses of this Agreement and the Articles of Association of the Company, the overall management and control of the business of the Company shall be managed by the Board.

KY shall be President and CEO;

Except as otherwise required by Applicable Law and clauses of this Agreement and the Articles of Association of the Company, the overall management and control of the business of the Company shall be managed by the Board.

#### 3.2 Qualified Majority

The following Board decisions can only be adopted by the unanimous vote of the Shareholders (*Parties hereto*):

- (a) any change in the nature of the Company's business;
- (b) the issue, allotment, sale, purchase or redemption of any shares of the Company;
- (c) the creation of a security interest or guarantee on the Company's assets securing the obligations of any person that is not the Company (or its subsidiaries);
- (d) the entry into any commercial paper facility, bank loans or any other financing, in cases where such financing is not provided for in the company business plan or the annual budget;
- (e) the entry into any joint venture, partnership, consortium or other similar arrangement;
- (f) the issuance of or any amendment or modification to the Internal Directive or signature circular of the Company.

### 4. MANAGEMENT

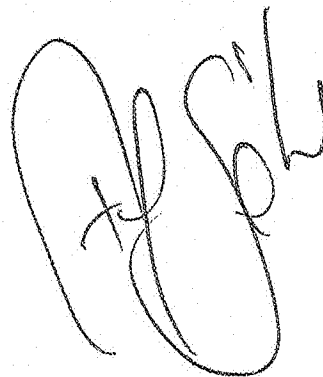
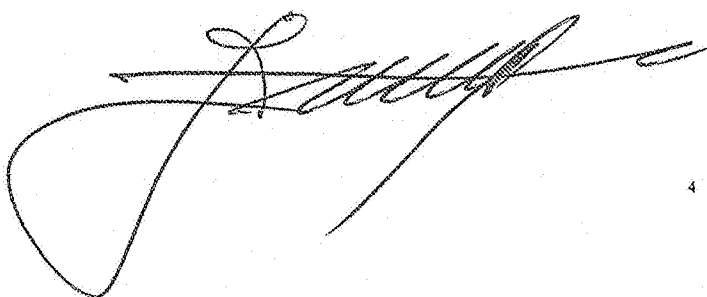
#### 4.1 General Manager

The Board Members shall appoint a General Manager. The General Manager may also be removed from office at any time by the Board Members.

#### 4.2 Signature Power

The Chief Executive Office shall have the authority to approve expenditures in an amount not exceeding \$10,000, provided such expenditures are consistent with the approved annual budget. Two Board of Directors members' signatures shall be required to approve expenditures in an amount exceeding \$10,000 but not exceeding \$25,000, provided such expenditures are consistent with the approved annual budget. FG and KY's joint signatures shall be required to approve expenditures in an amount exceeding \$25,000 provided that such expenditures are consistent with the approved annual budget.

Any and all investment decisions for the Company shall be made only by agreement of the Members.



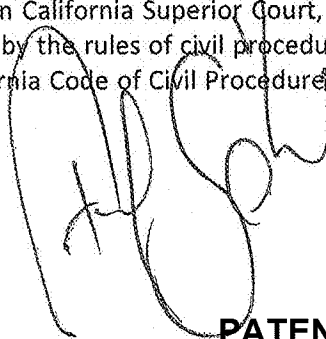
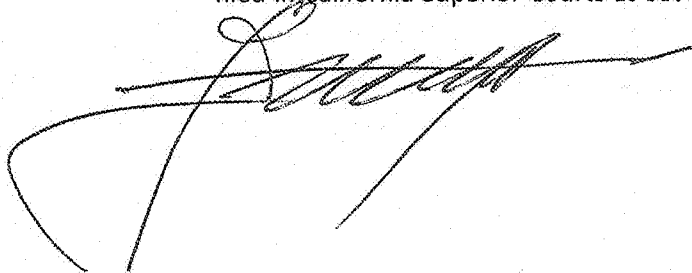
## 5. GENERAL ASSEMBLY

### 5.1 Decision Quorum

- (a) Each Shareholder shall have voting rights equivalent to the number of shares in the Company which such Shareholder is registered as a holder at such time in the share ledger of the Company.
- (b) Except as otherwise specifically provided in this article, the rules and procedures in relation to Board meetings to be held through written resolution and teleconference, video or electronic facilities meetings shall be applicable, mutatis mutandis, to the General Assembly to the extent permitted under related laws.
- (c) Except as provided herein below or unless a higher decision quorum is foreseen under California law, all decisions of the General Assembly shall require the approval of the Shareholders (*Parties of this agreement*) whether by their proxies, attorneys or representatives, holding between them at least fifty-one percent (51%) of the shares of the Company at a duly convened meeting of the General Assembly.
- (d) The Company shall not take any of the following actions except with the unanimous votes of the Shareholders (*Parties of this agreement*) of the Company having the right to vote at a duly convened meeting of the General Assembly:
  - (i) Increase, decrease, consolidation or subdivision of the authorised capital of the Company;
  - (ii) Liquidation, Cessation of the business or Dissolution of the Company;
  - (iii) Merger, acquisitions de-merger, reconstruction or amalgamation of the Company with another company or firm;
  - (iv) Amendments, alterations or deletions to the Articles of the Association;
  - (v) Entering into or conducting a line of business significantly different from the business of the Company contemplated in this Agreement;
  - (vi) The offering of Shares or stock of the Company to the public in any stock exchange or the issuance of equity or equity-related securities by the Company in any manner;
  - (vii) Any financing or financial arrangements in excess of Seventy Five percent [75%] of the authorised capital of the Company and the creation of any security or collateral over the shares, assets or properties of the Company associated with securing such financial arrangements; or
  - (viii) The issuance of new Shares to new Shareholders;
  - (ix) The distribution of the dividends
  - (x) Remuneration of the Directors.

### 5.2 Dispute Resolution

Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall first be settled through good faith negotiation with the Company. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation and/or arbitration administered by the Judicial Arbitration & Mediation Service. Any such mediation/arbitration shall take place in the county of Los Angeles, California, at a time and place to be selected by the mediator/arbitrator. The parties to the mediation/arbitration may have all rights and powers afforded to a civil litigant in California Superior Court, including the ability to conduct full discovery and shall be governed by the rules of civil procedure for actions filed in California Superior Courts as set forth in California Code of Civil Procedure ("CCP"). The



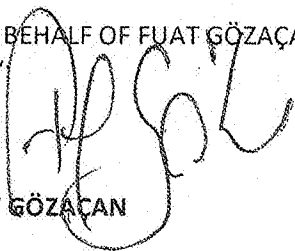
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parties shall evenly divide the cost of the mediator/arbitrator's fees. This provision shall only operate to require mediation/ arbitration of claims for money damages. Should a party wish to seek injunctive or other non-monetary relief, those claims shall be brought in a court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first mentioned above.

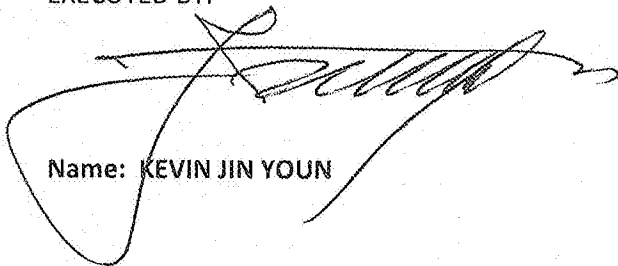
FOR AND ON BEHALF OF FUAT GÖZAÇAN  
EXECUTED BY



Name: FUAT GÖZAÇAN

29.03.2017

FOR AND ON BEHALF OF KEVIN JIN YOUN  
EXECUTED BY:



Name: KEVIN JIN YOUN

29.03.2017