

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5010437

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SUSTAINABLE AQUATICS, INC.	08/09/2016
RECEIVING PARTY DATA		
Name:	SUSTAINABLE NUTRITION, INC.	
Street Address:	110 W OLD ANDREW JOHNSON HWY	
City:	JEFFERSON CITY	
State/Country:	TENNESSEE	
Postal Code:	37760	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	14847829	
Application Number:	15728987	
PCT Number:	US1548933	
PCT Number:	US1755858	
CORRESPONDENCE DATA		
Fax Number:	(865)584-0104	
<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:	8655840105	
Email:	docketing@pittslake.com	
Correspondent Name:	PITTS & LAKE, P.C.	
Address Line 1:	P.O. BOX 51295	
Address Line 4:	KNOXVILLE, TENNESSEE 37950	
ATTORNEY DOCKET NUMBER:	35292.91, 82025.91	
NAME OF SUBMITTER:	JACOB G. HORTON	
SIGNATURE:	/Jacob G. Horton/	
DATE SIGNED:	06/18/2018	
Total Attachments: 3		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of 9 August 2016, is made by Sustainable Aquatics, Inc. ("Sustainable Aquatics"), a Tennessee corporation, in favor of Sustainable Nutrition, Inc. ("Sustainable Nutrition"), a Delaware corporation, the recipient of certain Sustainable Aquatics Intellectual Property (defined in the Subscription Agreement, defined below) pursuant to a Common Stock Subscription Agreement between Sustainable Nutrition and Sustainable Aquatics, dated as of 9 August, 2016 (the "Subscription Agreement").

WHEREAS, under the terms of the Subscription Agreement, Sustainable Aquatics has conveyed, transferred and assigned to Sustainable Nutrition certain intellectual property of Sustainable Aquatics; and

WHEREAS, Sustainable Aquatics has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and/or corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Sustainable Aquatics agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sustainable Aquatics hereby irrevocably conveys, transfers and assigns to Sustainable Nutrition all of Sustainable Aquatics' right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Sustainable Aquatics accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Signature Page to IP Assignment

2. Recordation and Further Actions. Sustainable Aquatics hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and/or the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Sustainable Nutrition. Following the date hereof, Sustainable Aquatics shall take such steps and actions, and provide such cooperation and assistance to Sustainable Nutrition and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Sustainable Nutrition, or any assignee or successor thereto.

3. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Sustainable Aquatics has duly executed and delivered this IP Assignment as of the date first above written.

SUSTAINABLE AQUATICS, INC.

By: 
Name: Matthew John Carberry
Title: CEO

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

United States Patent Application Serial No. 14/847,829; filed September 8, 2015;

International (PCT) Patent Application No. PCT/US15/48933; filed September 8, 2015;

Canadian Patent Application No. 2961473; filed March 15, 2017;

European Patent Application No. 15842870.6; filed April 13, 2017;

United States Patent Application Serial No. 15/728,987; filed October 10, 2017; and

International (PCT) Patent Application No. PCT/US17/55858; filed October 10, 2017.