505116474 09/27/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5163235

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
COLDPACK, INC.	07/07/2017

RECEIVING PARTY DATA

Name:	AKX, SA		
Street Address:	ESPACE VOLTA		
Internal Address:	10 TER RUE VOLTA		
City:	ALFORTVILLE		
State/Country:	FRANCE		
Postal Code:	94140		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15690080

CORRESPONDENCE DATA

Fax Number: (415)576-0300

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: 4155760200

Email: clrogers@kilpatricktownsend.com

Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP

Address Line 1: TWO EMBARCADERO CENTER

Address Line 2: SUITE 1900

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	OCKET NUMBER: 092894-1058748-000820US		
NAME OF SUBMITTER:	CHRISTINE ROGERS		
SIGNATURE:	/Christine Rogers/		
DATE SIGNED:	09/27/2018		

Total Attachments: 3

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PATENT 505116474 REEL: 047000 FRAME: 0293

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement"), effective as of the execution date written below, is made by COLDPACK, INC. ("Assignor"), a Delaware corporation with its place of business at 9020 Activity Road, Suite A, San Diego CA 92126, in favor of AKX, SA ("Assignee"), having a principle place of business at Espace volta, 10 Ter rue Volta, Alfortville, France 94140.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, Assignor owns certain Patent Rights (as hereinafter defined) to certain technology developed by Assignee.

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to accept, the Patent Rights.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

- Assignment of Patent Rights. Assignor does hereby assign, grant, transfer, contribute and deliver to Assignee the full, exclusive and entire right, title, and interest in and to (a) the patents and patent applications listed on Schedule A attached hereto; (b) any divisions, continuations, continuations-in-part, renewals and reissues thereof; (c) all inventions and improvements disclosed and described therein; (d) any corresponding (in whole or in part) future United States or non-United States patents and patent applications; (e) the right to claim any applicable priority rights arising from the scheduled patents or patent applications or otherwise required for said corresponding future United States or non-United States patents and patent applications under the terms of any applicable conventions, treaties, statutes, or regulations; and (f) the right to enforce and recover damages for infringement of any of the foregoing (collectively, the "Patent Rights"). Assignor hereby requests the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue any and all patents included in the Patent Rights to Assignee, as the assignee, for its interest and for the sole use and benefit of Assignee and its assigns and legal representatives.
- 2. <u>Further Assurances</u>. Assignor agrees without any additional consideration therefor to sign all documents, execute all divisional, continuing, renewal, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Assignee, its successors, assigns, and nominees, to obtain and enforce proper protection for all said Patent Rights in all applicable countries throughout the world.
- 3. <u>Successors and Assigns</u>. The terms and provisions of this Agreement and the respective rights and obligations of Assignor and Assignee hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

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- 4. <u>Recordings</u> An executed copy of this Agreement may be filed with the United States Patent and Trademark Office or in the patent office of any other country or region, as applicable, by Assignee or Assignor at any time.
- 5. Governing Law. This Agreement is governed by the laws of the State of California, without application of choice of laws principles thereof.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered as of the execution date written below.

COLDPACK, INC. Assignor

Name: Alice K. Duong
Title: CEO

Execution Date: JULY 7, 2017

AKX, SA, Assignee

Name: The New

Title: / CALANTE

Execution Date: July 7 17

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SCHEDULE A

Patent (Application) No.	Country	<u>Title</u>	Filing Date
13/867,902 / 8,993,079	US	INSULATED FOAM BAG AND FABRICATION METHOD	4/22/2013
14/810,274	US	PACKAGING PRODUCT WITH THERMAL AND MECHANICAL INSULATION FEATURES	7/27/2015
14/831,285	US	SHIPPING PRODUCT WITH THERMAL AND MECHANICAL INSULATION FEATURES	8/20/2015

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RECORDED: 09/27/2018