

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5183422

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BLUE GENTIAN, LLC	08/13/2018
RECEIVING PARTY DATA	
Name:	TELEBRANDS CORP.
Street Address:	79 TWO BRIDGES ROAD
City:	FAIRFIELD
State/Country:	NEW JERSEY
Postal Code:	07004
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	9841127
Patent Number:	9581272
Patent Number:	9279525
Patent Number:	D748764
Patent Number:	D748763
Patent Number:	D724186
Patent Number:	D723669
Patent Number:	D722681
Patent Number:	8757213
Patent Number:	8479776
Patent Number:	8291942
Patent Number:	8291941
Application Number:	15794662
CORRESPONDENCE DATA	
Fax Number:	(212)798-6343
<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:	2123260425
Email:	jsnow@pryorcashman.com
Correspondent Name:	PRYOR CASHMAN LLP
Address Line 1:	7 TIMES SQUARE
PATENT	

Address Line 2: 38TH FLOOR
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 21112.00051

NAME OF SUBMITTER: JOSEPH V. MICALI

SIGNATURE: /Joseph V. Micali/

DATE SIGNED: 10/11/2018

Total Attachments: 10

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EXHIBIT A

**FORM OF BILL OF SALE AND
OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS OMNIBUS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), made and entered into this 13th day of August, 2018, between **BLUE GENTIAN, LLC**, a Florida limited liability company (“Assignor”) and **TELEBRANDS CORP.**, a New Jersey corporation (“Assignee”), pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, between Assignor and Assignee (the “Purchase Agreement”; capitalized terms used herein and not defined shall have the meanings set forth in the Purchase Agreement).

WITNESSETH:

Assignor, for Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the Assigned IP, as that term is defined below;

NOW, THEREFORE,

(1) Assignor hereby irrevocably assigns to Assignee the entire right, title and interest, throughout the world, in, to and under:

(a) the owned patents, copyrights, trade secret rights, rights in inventions, registered and unregistered trademark rights and other intellectual and industrial property rights of whatever nature throughout the world covering or embodied by the Software, Technology and other Acquired Assets including, without limitation, the patents, copyrights, and trademarks more specifically set forth in **Exhibit A** attached hereto and incorporated herein by reference;

(b) the domain names and uniform resource locators more specifically identified in **Exhibit A** attached hereto and incorporated herein by reference;

(c) any rights to seek patent protection for, register or otherwise obtain governmental or other legal or contractual recognition of the rights described in subsections (A)(1)(a) and (A)(1)(b) above (including but not limited to rights recognized under any existing or future international conventions, agreements or treaties), and

(d) any registrations or comparable recognitions that may be granted, awarded or otherwise recognized on any rights described in subsections (1)(a), (1)(b) or (1)(c) above (all of the foregoing in this section (1) above, collectively, the “Assigned IP”);

(2) the right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) of any of the Assigned IP based on activities occurring prior to the Effective Date hereof or hereafter; and

(3) any current or future right to receive royalties based on any of the foregoing, except as may be provided for in the Settlement Agreement and Sublicense Agreement which current and future rights to receive royalties are reserved exclusively to the Assignor; and

(4) Assignor agrees upon the request (and at the expense) of Assignee (or its successors, assigns, or legal representatives) to, and, if Assignor is unable or unwilling to do so, authorizes Assignee to act in Assignor's name to: (i) execute all oaths, assignments, powers and other documents, (ii) testify in any proceedings and otherwise take any action, and (iii) otherwise fully cooperate with Assignee, in each case to the extent reasonably necessary to perform Assignor's obligations hereunder in connection with securing, perfecting, enforcing and defending the Assigned IP and Assignee's rights related to this Assignment, and in furtherance of the foregoing, Assignor hereby appoints Assignee as Assignor's agent and attorney in fact, and grants to Assignee a power-of-attorney with full power of substitution, to execute, deliver and file any documents, and perform any acts, Assignor would otherwise lawfully be obligated to execute, deliver, file or perform pursuant to this Assignment and the Purchase Agreement, with the same legal force and effect as if executed, delivered, filed or performed by Assignor, and such power of attorney shall be deemed coupled with an interest for the purposes of effecting the foregoing assignments.

(5) The representations and warranties contained in Article V of the Purchase Agreement are incorporated herein by reference.

(6) This Assignment shall be governed in all respects by the terms and conditions of the Purchase Agreement, including, without limitation, Article 1 (Certain Definitions), Sections 7.01 (Survival of Representations and Warranties), 7.03 (Agreements to Indemnify), 8.01 (Expenses), 8.02 (Notices), 8.05 (Governing Law; Consent to Jurisdiction and Venue), and 8.13 (Waiver of Jury Trial).

(7) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(8) This Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

BLUE GENTIAN, LLC

By: Michael Berardi
Name: Michael Berardi
Title: Manager

ASSIGNEE:

TELEBRANDS CORP.

By: _____
Name: Bala Iyer
Title: Executive Vice President and Chief
Operating Officer

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

BLUE GENTIAN, LLC

By: _____
Name: Michael Berardi
Title: Manager

ASSIGNEE:

TELEBRANDS CORP.

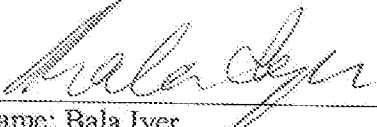
By:  _____
Name: Bala Iyer
Title: Executive Vice President and Chief
Operating Officer

EXHIBIT A

Websites or Domain Names

None.

Trademarks

- A. XHOSE
U.S. Registration No. 4,233,850
- B. XHOSEPRO
U.S. Registration No. 4,528,674
- C. XHOSE PRO EXTREME
- D. XHOSE
Hong Kong Registration No. 302340035

Copyrights

- A. U.S. Copyright Registration No. PAu-3-611-185
Date: 04/04/12
Claimant: National Express
Author: National Express
Work: XHOSE
Description: Script for first XHose television commercial
Deposit Material: Copy of script
Date of Creation: 2012
- B. U.S. Copyright Registration No. PAu-3-613-165
Date: 04/04/12
Claimant: National Express
Author: National Express
Work: XHOSE Commercial
Description: Motion picture of first XHose television commercial
Deposit Material: mp4 file of commercial
Date of Creation: 2012

Patents

	<u>Reference Number</u>	<u>Application Number/Filing Date</u>	<u>Publication Number/ Publication Date</u>	<u>Patent Number/ Issue Date</u>	<u>Title</u>
1.	US 4082U.000001	13/289,447 11/04/2011	N/A	8,291,941 10/23/2012	Expandable and contractible hose
2.	PCT 4082I.000001 J137-1866 PCT	PCT/US2012/031952 04/03/2012			Expandable and contractible hose
3.	CHINA 4082I.086001	201210019842.2 01/16/2012			Expandable and contractible hose
4.	US 4082U.000003	13/488,515 06/5/2012	US20120234425A1 9/20/2012	8,291,942 10/23/2012	Expandable hose assembly
5.	US 4082U.000005	29/427,541 07/19/2012	N/A	D724,186 03/10/2015	Expandable hose assembly
6.	US 4082U.000007	13/654,832 10/18/2012	US20130113205A1 05/09/2013		Expandable hose assembly coupling member
7.	CHINA 4082I.086015 J1292-001 CN	201210436249.8 11/05/2012		ZL 201210436249.8 05/25/2016	Expandable and contractible hose
8.	US 4082U.000017	13/690,670 11/30/2012	US20130087205A1 4/11/2013	8,479,776 07/09/13	Expandable garden hose
9.	US 4082U.000018	13/859,511 04/09/2013	US20130213514A1 08/22/2014	8,757,213 06/24/14	Commercial hose
10.	PCT 4082I.000018	PCT/US2014/033533 04/09/2014			Commercial hose
11.	US 4082U.000020	29/470,144 10/17/2013	N/A	D723,669 3/3/2015	Expandable hose
12.	US 4082U.000021	29/470,154 10/17/2013	N/A	D722,681 2/17/2015	Expandable hose
13.	US 4082U.000022	14/301,825 06/11/2014	US20140345731A1 11/27/2014	9,279,525 3/8/2016	Commercial hose
14.	US 4082U.000024	29/508,301 11/05/2014	N/A	D748,763 2/2/2016	Expandable hose inlet coupler

15.	US 4082U.000025	29/508,302 11/05/2014	N/A	D748,764 2/2/2016	Expandable hose outlet coupler
16.	US 4082U.000026	15/055,095 02/26/2016	US20160178092A1 06/23/2016	9,581,272 02/28/2017	Garden hose
17.	US 4082U.000027	15/440,841 02/23/2017	US20170159851A1 06/08/2017	9,841,127 12/12/2017	Garden hose device and method
18.	US 4082U.000028	15/794,662 10/26/2017			Expandable and contractible garden hose
19.	AUSTRALIA J137-1866 AU	2012214277 04/03/2012		2012214277 05/29/2014	Expandable and contractible hose
20.	AUSTRALIA J137-1866 AU2	2012101797 12/05/2012		2012101797 01/03/2013	Expandable and contractible hose
21.	AUSTRALIA J137-1866 AU3	2012101799 12/05/2012		2012101799 01/03/2013	Expandable and contractible hose
22.	AUSTRALIA J1292-013 AU1 J137-1866 AU5	2013100354 03/18/2013		2013100354 04/03/2013	Expandable and contractible hose
23.	AUSTRALIA J1292-013 AU2 J137-1866 AU6	2013100379 03/22/2013		2013100379 04/12/2013	Expandable and contractible hose
24.	CANADA J137-1866 CA2	2,810,884 04/03/2012		2,810,884 12/03/2013	Expandable and contractible hose
25.	CHINA J1292-001 CN- UM2	201320209595.2 11/05/2012		ZL 201320209595.2 12/25/2013	Expandable and contractible hose
26.	CHINA J1292-005 CN- UM	201220069023.4 02/28/2012		ZL 201220069023.4 09/19/2012	Expandable and contractible hose
27.	CHINA J1292-006 CN	201330014001.8 01/18/2013		ZL 201330014001.8 08/21/2013	Expandable and contractible hose
28.	CHINA J1292-007 CN- UM	201220704911.9 12/18/2012		ZL 201220704911.9 7/10/2013	Expandable and contractible hose
29.	CHINA J1292-008 CN- UM	201220369386 07/27/2012		ZL 201220369386.X 04/24/2013	Expandable and contractible hose
30.	CROATIA J137-1866 EP- HR	07/24/2012 (international date)		Validated from EP 2520840	Expandable and contractible hose

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31.	CZECH REP. J137-1866 EP- CZ	PUV 2013-28163 07/04/2013		CZ 25892 U1 09/24/2013	Expandable and contractible hose
32.	CZECH REP. J137-1866 EP- CZ	07/24/2012 (international date)		Validated from EP 2520840 02/11/2015	Expandable and contractible hose
33.	EPO J137-1866 EP	12275110.0 07/24/2012		EP 2520840 02/11/2015	Expandable and contractible hose
34.	EPO J137-1866 EP2	13173290.1 07/24/2012		EP 2657585 11/01/2017	Expandable and contractible hose
35.	FRANCE J137-1866 EP- FR	07/24/2012 (international date)		Validated from EP 2520840 02/11/2015	Expandable and contractible hose
36.	FRANCE J137-1866 EP2- FR	07/24/2012 (international date)			Expandable and contractible hose
37.	GERMANY J137-1866 EP- DE	60 2012 005 228.7 07/24/2012		Validated from EP 2520840 02/11/2015	Expandable and contractible hose
38.	GERMANY J137-1866 EP2- DE	60 2012 039 388.2 07/24/2012			Expandable and contractible hose
39.	GERMANY J137-1866 DE- UM	202012012663.6 06/18/2013		202012012663.6 07/30/2013	Expandable and contractible hose
40.	GERMANY J137-1866 DE- UM2	202012012762.4 10/01/2013		202012012762.4 10/17/2013	Expandable and contractible hose
41.	HONG KONG J1292-001 HK	13109098.7 08/05/2013		HK 1181837 01/20/2017	Expandable and contractible hose
42.	HUNGARY J137-1866 EP- HU	07/24/2012 (international date)		Validated from EP 2520840 02/11/2015	Expandable and contractible hose
43.	INDIA J137-1866 IN	1896/KOLNP/2013 06/12/2013			Expandable and contractible hose
44.	INDONESIA J137-1866 ID	P-00 2014 02597 05/02/2014			Expandable and contractible hose
45.	IRELAND J137-1866 EP-	07/24/2012 (international date)		Validated from EP 2520840	Expandable and contractible hose

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46.	ITALY J137-1866 EP- IT	07/24/2012 (international date)		Validated from EP 2520840 02/11/2015	Expandable and contractible hose
47.	JAPAN J137-1866 JP	PA2013-542266 12/21/2012		5399595 11/01/2013	Expandable and contractible hose
48.	JAPAN J137-1866 JP- UM	UA 2013-458 01/30/2013		3187003 10/16/2013	Expandable and contractible hose
49.	JAPAN J137-1866 JP2	PA2013-19212 02/04/2013		5917423 04/15/2016	Expandable and contractible hose
50.	JAPAN J137-1866 JP3	PA2013-207134 10/02/2013		5541825 05/16/2014	Expandable and contractible hose
51.	KOREA J137-1866 KR	10-2012-7031857 12/05/2012		10-1279692 06/21/2013	Expandable and contractible hose
52.	MEXICO J137-1866 MX	MX/a/2012/011511 10/03/2012		326862 01/09/2015	Expandable and contractible hose
52.	NETHER- LANDS J137-1866 EP- NL	07/24/2012 (international date)		Validated from EP 2520840 02/11/2015	Expandable and contractible hose
53.	NEW ZEALAND J137-1866 NZ	603211 10/24/2012		603211 12/03/2013	Expandable and contractible hose
54.	PHILIPPINES J1292-013 PH J137-1866 PH	1-2012-000223 08/02/2012		1-2012-000223 10/07/2013	Expandable and contractible hose
55.	POLAND J137-1866 EP- PL	07/24/2012 (international date)		Validated from EP 2520840 02/11/2015	Expandable and contractible hose
56.	RUSSIA J1292-013 RU J137-1866 RU	2012148599 11/15/2012		2549011 03/25/2015	Expandable and contractible hose
57.	RUSSIA J1292-013 RU- UM J137-1866 RU- UM	2013126710 06/11/2013		148086 10/24/2014	Expandable and contractible hose
58.	SERBIA J137-1866 EP-	07/24/2012 (international date)		53989 Validated from	Expandable and contractible hose

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59.	SLOVAKIA J137-1866 EP- SK	E18641T3 07/24/2012 (international date)		Validated from EP 2520840 02/11/2015	Expandable and contractible hose
60.	SLOVENIA J137-1866 EP- SI	07/24/2012 (international date)		Validated from EP 2520840 02/11/2015	Expandable and contractible hose
61.	SOUTH AFRICA J1292-013 ZA J137-1866 ZA	2012/07573 10/09/2012		2012/07573 05/29/2013	Expandable and contractible hose
62.	SOUTH AFRICA J1292-013 ZA2 J137-1866 ZA2	2013/00615 01/23/2013		2013/00615 05/29/2013	Expandable and contractible hose
63.	SPAIN J137-1866 EP- ES	2407653 07/24/2012 (international date)		EP(ES)2520840 Validated from EP 2520840 02/11/2015	Expandable and contractible hose
64.	TAIWAN J137-1866 TW	101110174 03/23/2012		I 405922 08/21/2013	Expandable and contractible hose
65.	THAILAND J1292-013 TH J137-1866 TH	1301000365 07/24/2012 (international date)		52405 11/17/2016	Expandable and contractible hose
66.	UK (GB) J137-1866 GB	1213274.2 07/26/2012		2490276 05/01/2013	Expandable and contractible hose
67.	UK (GB) J137-1866 EP2- GB	07/24/2012			Expandable and contractible hose
68.	UKRAINE J137-1866 UA	2012 14188 12/13/2012		102664 07/25/2013	Expandable and contractible hose
69.	VIETNAM J137-1866 VN	1-2013-01415 05/07/2013			Expandable and contractible hose
70.	MEXICO J137-1938 MX	MX/f/2012/003383 10/23/2012		41007 02/06/2014	Expandable hose assembly
71.	MEXICO J137-1938 MX2	MX/f/2013/003421 11/07/2013		42420 09/08/2014	Expandable hose assembly