

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DAVID JAMES MAYER	12/03/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SPLIT PEAK, LLC
<b>Street Address:</b>	433 PLAZA ROAD
<b>Internal Address:</b>	SUITE 275
<b>City:</b>	BOCA RATON
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33432
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D668913
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	stokesb@gtlaw.com
<b>Correspondent Name:</b>	BETHANY STOKES
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<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>ATTORNEY DOCKET NUMBER:</b>	164436-010200
<b>NAME OF SUBMITTER:</b>	BETHANY A. STOKES
<b>SIGNATURE:</b>	/Bethany A. Stokes/
<b>DATE SIGNED:</b>	12/17/2018
<b>Total Attachments: 4</b>	
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "Assignment"), dated as of December 3rd, 2018, is made by and between DAVID JAMES MAYER ("Assignor"), SPLIT PEAK, LLC, a Florida limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor and Assignee, entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain of Assignor's patents and patent applications, including those listed in Schedule A hereto (the "Patents"), together with reissues, reexaminations, divisions, continuations, continuations-in-part, extensions, renewals and revivals thereof.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Patents, including, but not limited to, the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Patents, (b) apply for, make filings with respect to and maintain all issuances, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.
2. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Patents.
3. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment
4. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Patents, including, without limitation, its recordation in relevant U.S. and foreign local, state and national patent offices.
5. This Assignment and the Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Purchase Agreement. In the event of any conflict

between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement, shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

6. This Assignment shall be governed by the law of the State of Florida without regard to conflict of law principles that would result in the application of any law other than the laws of the State of Florida.

7. This Assignment may be executed in one or more counterparts, and counterparts by facsimile, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Assignment by signing any such counterpart.

8. All disputes and differences of any kind arising under this Assignment, including the existence or continued existence of this Assignment and the arbitrability of a particular issue, which cannot be settled amicably by the parties, shall be handled in accordance with the provisions set forth in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**



\_\_\_\_\_  
Name: David James Mayer

**ASSIGNEE:**

SPLIT PEAK, LLC

By: 

\_\_\_\_\_  
Name: Brandon Bernardo

Title:

**Schedule A**

**Patents**

1. US Design Patent Number D668,913 for design of square shaped water bottle