

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5381054

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	ZOOMESSENCE, INC.	12/15/2008
RECEIVING PARTY DATA		
Name:	CHARGE INJECTION TECHNOLOGIES, INC.	
Street Address:	423 LEWIS WHARF	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16055075	
CORRESPONDENCE DATA		
Fax Number:	(908)654-0415	
<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:	(908) 518-6357	
Email:	assignment@lernerdavid.com	
Correspondent Name:	LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP	
Address Line 1:	600 SOUTH AVENUE WEST	
Address Line 4:	WESTFIELD, NEW JERSEY 07090	
ATTORNEY DOCKET NUMBER:	CHARGE 5.0-020	
NAME OF SUBMITTER:	SOPHIA H. BUCHAN	
SIGNATURE:	/SOPHIA H. BUCHAN/	
DATE SIGNED:	02/19/2019	
Total Attachments: 13		
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LICENSE AGREEMENT

This Agreement, made as of this 15th day of December, 2008, by and between Charge Injection Technologies, Inc., a Delaware corporation, having a mailing address of 423 Lewis Wharf, Boston, MA 02110 ("Charge"); Hagelin & Company, Inc., a New Jersey corporation, having a place of business at 200 Meister Avenue, Branchburg, New Jersey 08876-6033 ("Hagelin"); and ZoomEssence, Inc., a Delaware corporation, having a place of business at 200 Meister Avenue, Branchburg, New Jersey 08876-6033 ("Zoom").

NOW, THEREFORE, the parties hereto agree as follows:

I. Definitions

As used in this Agreement:

A. "Date Of This Agreement" means the date first hereinabove written.

B. "Charge Intellectual Property" means all intellectual property owned by Charge as of the Date Of This Agreement, or acquired by Charge during the term of this Agreement or as to which Charge otherwise has the right to grant licenses to Zoom, including without limitation

patents, patent applications and other intellectual property protection, confidential information, trade secrets, know-how, copyrights, ideas, inventions (whether patentable or not).

C. "Hagelin Patents" means any patent, patent application, copyright or other form of intellectual property protection owned or controlled by Hagelin during the term of this Agreement which covers any item of Hagelin Disclosed Information.

D. "Hagelin Disclosed Information" means confidential information, trade secrets and know-how which Hagelin may, in its sole discretion, disclose to Zoom during the term of this Agreement.

E. "Zoom Intellectual Property" means ideas, inventions (whether patentable or not), know-how, trade secrets, intellectual property and confidential information developed by or on behalf of Zoom, with or without the use of Charge Intellectual Property, Hagelin Disclosed Information, or both, and patents, patent applications, copyrights, and other forms of intellectual property protection covering the same.

F. "Field of Use" means:

(i) Compositions of matter used or intended for use (a) in a household; or (b) in or on the body of a human being, including without limitation, cleansers, detergents, cosmetics, toiletries, fragrances, flavors, food stuffs, and nutritional supplement; but excluding (c) paints and coatings for inanimate objects; and (d) drugs as defined in § 201(g)(1) of the United States Federal Food, Drug And Cosmetic Act, also referred to as 21 U.S.C. § 321(g)(1); and

(ii) Ingredients and/or manufacturing techniques used in or usable in manufacture of the compositions defined in (i) above, provided that an ingredient or manufacturing technique usable both in manufacture of the compositions defined in (i) above and in manufacture of other compositions (including without limitation, drugs, paints, or coatings) shall be within the Field of Use; and

(iii) Apparatus and techniques for dispensing the compositions defined in (i) above, including without limitation, apparatus for atomizing fragrances to produce a desired aroma within a home, but excluding (a) spray apparatus for applying paints and/or coatings to inanimate objects; and (b) devices as such term is defined by § 201(h) of the United States Federal Food, Drug And Cosmetic Act, also referred to as 21 U.S.C. § 301(h).

II. License Fee

Concurrently with execution of this Agreement, Zoom shall pay to Charge a one-time license fee of Effective upon such payment all licenses granted to Zoom hereunder shall be deemed fully paid.

III. Licenses Granted To ZoomEssence

A. Charge hereby grants to Zoom an exclusive worldwide, royalty-free license to use the Charge Intellectual Property in the Field of Use during the term of this Agreement. This license shall include the right to practice the inventions claimed in any patents incorporated in the Charge Intellectual Property. This license shall include the right to sublicense. This license shall include the right to disclose to others know-how, trade secret, or other confidential information incorporated in the Charge Intellectual Property only to the extent that such

disclosure is reasonably necessary to the use, sublicense, exploitation or patenting of the Charge Intellectual Property, the Zoom Intellectual Property, or both.

B. In pursuance of the license granted under subsection (A) above, Charge expressly authorizes Charles P. Beetz ("Beetz"), formerly associated with Charge, to perform services for Zoom and to disclose Charge Intellectual Property to Zoom. To the extent that Beetz develops or participates in development of further intellectual property while performing services for Zoom, then as between and Zoom, Hagelin and Charge, such intellectual property shall be deemed Zoom Intellectual Property.

IV. Technology Transfer And Transfer Fee

V. License Granted To Charge

Zoom hereby grants to Charge a royalty-free, worldwide, exclusive license during the term of this Agreement to use the Zoom Intellectual Property outside of the Field of Use, which license shall include the right to sublicense. This license shall include the right to disclose to others know-how, trade secret, or other confidential information incorporated in the Zoom Intellectual Property only to the extent that such disclosure is reasonably necessary to the use, sublicense or exploitation of the Zoom Intellectual Property.

VI. Preservation Of Confidential Information

A. As used herein with reference to any item of CONFIDENTIAL INFORMATION submitted by one party to another hereunder, the term "SUBMITTER" means the party which

submitted such information and the term "DISCLOSEE" means the party which received such information. Information disclosed in non-written form shall be identified in a writing provided by SUBMITTER to DISCLOSEE within thirty (30) days after the initial disclosure.

B. In furtherance of and in compliance with SUBMITTER's proprietary interest in its CONFIDENTIAL INFORMATION, DISCLOSEE will:

(i) treat all of the CONFIDENTIAL INFORMATION as secret and confidential and safeguard the same in a reasonable manner using a degree of care at least equal to that which DISCLOSEE uses for its own valuable proprietary information;

(ii) use the CONFIDENTIAL INFORMATION only in accordance with the license granted under, and the terms and provisions of, this Agreement, and for no other purpose;

(iii) not reveal any of the CONFIDENTIAL INFORMATION to any person except (1) as expressly permitted by a license granted under, or the terms and provisions of, this Agreement and (2) to those employees, officers, directors and legal counsel of DISCLOSEE who (i) have a specific need to know the CONFIDENTIAL INFORMATION, (ii) who have been advised of the confidential nature of the CONFIDENTIAL INFORMATION and (iii) are under enforceable obligations to DISCLOSEE to safeguard proprietary information entrusted to DISCLOSEE.

C. DISCLOSEE's obligations under Paragraph 2 shall not apply to CONFIDENTIAL INFORMATION which:

(i) at the time of its disclosure to DISCLOSEE hereunder is publicly known by publication or by public use anywhere in the world ;

(ii) after its disclosure to DISCLOSEE hereunder becomes publicly known, without breach of this Agreement by DISCLOSEE, by publication or by public use anywhere in the world;

(iii) at the time of its disclosure to DISCLOSEE hereunder was properly in possession of DISCLOSEE in written form and was not acquired by DISCLOSEE under an obligation of confidence; or

(iv) after the time of its disclosure to DISCLOSEE hereunder is properly received by DISCLOSEE in written form from a source other than SUBMITTER or a party acting on behalf of SUBMITTER and is not acquired by DISCLOSEE under an obligation of confidence; or

(v) after the time of its disclosure to DISCLOSEE hereunder is independently developed on behalf of DISCLOSEE by persons who have had no direct or indirect access to the CONFIDENTIAL INFORMATION submitted to DISCLOSEE hereunder.

VII. Ownership Of Intellectual Property

A. During the term of this Agreement, Zoom shall be the sole owner of all Zoom Intellectual Property.

B. Charge shall retain sole ownership of the Charge Intellectual Property.

C. Hagelin shall retain sole ownership of the Hagelin Disclosed Information and Hagelin Patents.

VIII. Term, Expiration, Termination And Rights Upon Termination

A. Term. This Agreement shall be effective as of the Date Of This Agreement and shall continue in effect until expiration or termination thereof, whichever first occurs, pursuant to this Article VIII.

B. Termination.

(i) Cessation Of Operations By Zoom. This Agreement shall terminate in the event that the Board of Directors of Zoom,

determines that (a) Zoom has ceased operations or (b) if Zoom has assigned this Agreement, Zoom's permitted assignee hereunder has ceased efforts to develop and/or commercialize Zoom Intellectual Property, Charge Intellectual Property, or both for a period of three (3) years.

(ii) Rights Upon Termination. Upon termination pursuant to this Section, Charge shall be owner of the Zoom Intellectual Property, but Hagelin shall have a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use the Zoom Intellectual Property in all fields of endeavor. In the event that Charge wishes to abandon any patent, patent application, copyright, or other form of intellectual property protection incorporated in the Zoom Intellectual Property, Charge shall give notice of such intent to Hagelin at least forty-five (45) days prior to such abandonment. Upon such notice, Hagelin shall have the right (but not the obligation) to assume ownership of such patent,

patent application, copyright, or other form of intellectual property protection. If Hagelin assumes such ownership, Charge shall have a license under corresponding terms as those set forth herein.

(iii) Expiration. Unless sooner terminated, this Agreement shall expire fifteen (15) years from the Date Of This Agreement. Upon such expiration, Zoom shall retain ownership of the Zoom Intellectual Property. Upon such expiration, the licenses granted to Charge and to Zoom shall continue in effect and shall become perpetual.

IX. Assignment By Zoom

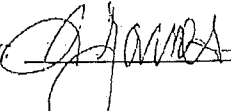
Zoom shall not assign its rights under this Agreement or delegate its duties pursuant to this Agreement without the written consent of Charge and Hagelin, provided that such consent shall not be unreasonably withheld in the event of a sale or other transfer of substantially the entire assets of Zoom in exchange for valuable consideration. Upon a permitted assignment and delegation hereunder, Zoom shall retain ownership of the Zoom Intellectual Property, and the licenses granted to Charge and to Zoom shall continue in effect and shall become perpetual.

X. Dispute Resolution And Notices

XI. Indemnification

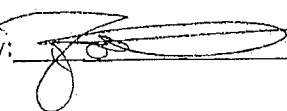
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the date set forth above.

CHARGE INJECTION TECHNOLOGIES, INC.

By: 
Name: Ross James


Title: President & CEO

HAGELIN & COMPANY

By: 
Name: Joseph Watkins

Title: Chief Operating Officer

ZOOMESSENCE, INC.

By: 
Name: Robert Corbett

Title: Chief Executive Officer

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