

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5584887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FIRMA HOLDINGS CORP.	01/25/2018
FIRMA IP CORP.	01/25/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FRESHTEC, INC.
<b>Street Address:</b>	318 NORTH CARSON STREET
<b>Internal Address:</b>	SUITE 208
<b>City:</b>	CARSON CITY
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89701
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6880748
Patent Number:	7597240
Patent Number:	9527648
Patent Number:	10035639
Application Number:	16051181
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(858)430-3482
<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>Phone:</b>	6193400440
<b>Email:</b>	patentdocketing@ckrlaw.com
<b>Correspondent Name:</b>	CKR LAW LLP
<b>Address Line 1:</b>	4225 EXECUTIVE SQUARE, SUITE 370
<b>Address Line 4:</b>	LA JOLLA, CALIFORNIA 92037
<b>ATTORNEY DOCKET NUMBER:</b>	FIR-59074
<b>NAME OF SUBMITTER:</b>	VANESSA E AGHA
<b>SIGNATURE:</b>	/Vanessa E Agha/
<b>DATE SIGNED:</b>	06/21/2019

**Total Attachments: 5**

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**PATENT, PATENT APPLICATION, TRADEMARK AND OTHER  
INTELLECTUAL PROPERTY ASSIGNMENT**

This Assignment memorializes the return of ownership of Intellectual Property (IP) assets acquired by Firma Holdings Corp. (and associated Firma IP Corp.) from FreshTec and Craig Machado (and formerly SmartPac, LLC) on June 12, 2014, as well as IP assets developed thereafter. The return of ownership, and all rights associated thereto, to FreshTec, Inc. was effected on November 17, 2017 in the Worldwide IP Repurchase Agreement. This Assignment explicitly lists, under the below Schedules, the IP assets transferred to, sold to, purchased by FreshTec, Inc. pursuant to the Repurchase Agreement. However, it is the express understanding of all parties that any IP asset held by Firma Holdings Corp. (and associated Firma IP Corp.) relating to food or product containers, not correctly listed in the below Schedules by error or omission has been and is now the property of FreshTec, Inc. and Firma Holdings Corp. (and associated Firma IP Corp.) relinquishes all rights to any such non-listed IP asset.

Here thereto, THIS PATENT, PATENT APPLICATION, TRADEMARK AND OTHER INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of January 25, 2018, by Firma Holdings Corp. (and associated Firma IP Corp.), a Nevada, USA, corporation ("Assignor"), and FreshTec, Inc. a Delaware, USA, corporation ("Assignee").

RECITALS:

WHEREAS, pursuant to that certain Worldwide IP Repurchase Agreement dated as of November 17, 2017 (the "Agreement"), by and between the Assignor and Assignee, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's interest in certain patents, patent applications, trademarks, tradenames and other intellectual property, together with the goodwill of the business carried on in connection with such patents, patent applications, trademarks, tradenames and other intellectual property.

COMPLIANCE  
WITH NOV  
17, 2017  
AGREEMENT  
(DB)

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor covenants as follows:

1. Patent Assignment. Effective as of the date hereof, Assignor hereby assigns and sets over unto Assignee the following:

- (a) Assignor's entire right, title and interest in and to (i) the patents and patent applications set forth on Schedule A attached hereto (the "Patents and Applications"), and all renewals and extensions thereof, if any, and (ii) the trademarks and tradenames set forth on Schedule B attached hereto (the "Trademarks and Tradenames");
- (b) all rights of actions for past infringement thereof including the right to recover damages for said infringement;

- (c) all goodwill, if any associated with the Patents and Applications and the Trademarks and Tradenames; and
- (d) any and all documentation, drawings, designs, logos, schematics, technical information, equipment, machinery, processes or techniques relating to the Patents and Applications or the Trademarks and Tradenames to the extent in Assignor's possession or control.

2. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the substantive laws of the State of Nevada, USA (without giving effect to principles of conflict of laws) and, to the extent applicable to the Patents and Applications or the Trademarks and Tradenames, the laws of any nation in which this Assignment is filed with the appropriate governmental authorities for recording the assignment of the Patents and Applications or the Trademarks and Tradenames, as applicable.

4. Successors and Assigns. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and their respective successors and assigns. This Assignment shall not be construed to confer any right or benefit upon any Person, other than the Assignor, the Assignee and their respective successors and assigns.

5. Survival. All representations, warranties, covenants, indemnifications and obligations set forth in the Agreement shall survive the execution and delivery of this Assignment and shall remain in full force and effect in accordance with their respective terms to the extent provided in the Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

Assignor:

FIRMA HOLDINGS CORP.

FIRMA IP CORP.

By: 

Name: DAVID EARFOOT

Title: CEO



STATE OF Florida, USA )

COUNTY OF Orange ) (TV)

On this 15 day of ~~January~~ February, 2018, before me appeared Michael Crawford, the person who signed this instrument, who acknowledged that he signed it on behalf of the identified Assignor with authority to do so.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

*[Handwritten Signature]*

**SCHEDULE A**  
**PATENTS & APPLICATIONS**

<u>Jurisdiction of Issuance</u> <u>Grant</u>		<u>Patent/Application Number</u>	<u>Date of Filing or</u>
	Issued	257572	June 2,2008
Mexico	Allowed	Mx/a/2012/012193	April 19,2011
	Pending	Mx/a/2016/002845	March 2,2016
Canada	Issued	2519533	October 15,2013
	Issued	2005/07478	June 25,2008
South Africa	Issued	2012/08642	
	Issued	4446031	January 29,2010
Japan	Issued	6059136	December 16, 2016
	Issued	1615827	January 18, 2006
Europe	covers Germany, Spain, France, UK, Italy, Netherlands and Turkey		
	Issued	2157025	February 24, 2010
Europe - Divisional	covers Spain, Italy, Netherlands and Turkey		
	Granted	2563674	April 6,2016
	Covers Belgium, Switzerland, Czech Republic, Germany, Denmark, Spain, France, Greece, UK, Ireland, Italy, the Netherlands, Norway, Poland, Portugal, Sweden and Turkey		
Chile	Pending	2943-2012	April 19, 2011
Chile	Pending	3287-2015	April 19, 2011
Canada	Pending	2519533	October 15, 2013
Canada	Pending	2801345	April 19, 2011
United States	Granted	9527648	December 27, 2016
United States	Granted	7597240	October 6, 2009
United States	Granted	6,880,748	April 19, 2005
United States	Pending	15/389,251	December 22, 2016

**SCHEDULE B**  
**TRADEMARKS AND TRADENAMES**

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
EVERFRESH	85681703	July 19, 2012	Abandoned
EVERRIPE	85737713	September 25, 2012	Registered
SPC	78976150	February 25, 2005	Registered
SMARTPAC	78266590	June 24, 2003	Registered

