

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5990424

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNOR AND ASSIGNEE NAMES WHICH WERE INADVERTENTLY SWITCHED previously recorded on Reel 051941 Frame 0819. Assignor(s) hereby confirms the BETWEEN BELLWETHER COFFEE CO., A DELAWARE CORPORATION ("ASSIGNEE"), ROASTERY CORPORATION, A DELAWARE CORPORATION ("ASSIGNOR").

CONVEYING PARTY DATA

Name	Execution Date
ROASTERY CORPORATION	02/24/2020

RECEIVING PARTY DATA

Name:	BELLWETHER COFFEE CO.
Street Address:	2319 FOURTH STREET
Internal Address:	ATTN: NATHAN GILLILAND
City:	BERKELEY
State/Country:	CALIFORNIA
Postal Code:	94710

PROPERTY NUMBERS Total: 6

Property Type	Number
Application Number:	62395637
Application Number:	16334169
Application Number:	29618016
Application Number:	62682675
Application Number:	16434818
PCT Number:	US2017052085

CORRESPONDENCE DATA

Fax Number: (202)842-7899

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: 2028427800

Email: sbitler@cooley.com, zippatentdocketingmailboxus@cooley.com

Correspondent Name: COOLEY LLP

Address Line 1: 1299 PENNSYLVANIA AVENUE NW STE 700

Address Line 2: ATTENTION: PATENT DEPT/CHRISTOPHER HUTTER

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	327559-2001 THROUGH 2006
NAME OF SUBMITTER:	BRITTANY BLIFFEN
SIGNATURE:	/Brittany Bliffen/
DATE SIGNED:	03/02/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 7 source=PACS - Bellwether - Roasting Corporation 2020-02-27#page1.tif source=PACS - Bellwether - Roasting Corporation 2020-02-27#page2.tif source=ROASTERY CORP TO BELLWETHER COFFEE CO. ASGN#page1.tif source=ROASTERY CORP TO BELLWETHER COFFEE CO. ASGN#page2.tif source=ROASTERY CORP TO BELLWETHER COFFEE CO. ASGN#page3.tif source=ROASTERY CORP TO BELLWETHER COFFEE CO. ASGN#page4.tif source=ROASTERY CORP TO BELLWETHER COFFEE CO. ASGN#page5.tif	

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BELLWETHER COFFEE CO.	02/24/2020
RECEIVING PARTY DATA	
Name:	ROASTERY CORPORATION
Street Address:	2030 VALLEJO ST., APT. 103
Internal Address:	ATTN: DYLAN BIRD
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94123
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	62395637
Application Number:	16334169
Application Number:	29618016
Application Number:	62682675
Application Number:	16434818
PCT Number:	US2017052085
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
Phone:	2028427800
Email:	sbitler@cooley.com, zippatentdocketingmailboxus@cooley.com
<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>	
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE NW STE 700
Address Line 2:	ATTN: PATENT DEPT/BRITTANY BLIFFEN
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	327559-110 CORP. ONLY

PATENT**REEL: 052061 FRAME: 0233**

NAME OF SUBMITTER:	BRITTANY BLIFFEN
Signature:	/Brittany Bliffen/
Date:	02/26/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=Roastery - Intellectual Property Assignment Agreement#page1.tif source=Roastery - Intellectual Property Assignment Agreement#page2.tif source=Roastery - Intellectual Property Assignment Agreement#page3.tif source=Roastery - Intellectual Property Assignment Agreement#page4.tif source=Roastery - Intellectual Property Assignment Agreement#page5.tif	
RECEIPT INFORMATION EPAS ID: PAT5984285 Receipt Date: 02/26/2020	

PATENT

REEL: 052061 FRAME: 0234

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”), effective as of February 24th, 2020 (the “Effective Date”), is between **BELLWETHER COFFEE CO.**, a Delaware corporation (“Assignee”), **ROASTERY CORPORATION**, a Delaware corporation (“Assignor”). Assignee and Assignor are sometimes referred to herein individually as a “party” and collectively as the “parties.”

A. Pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as it may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and between Assignee and Assignor, the parties thereto have agreed to effect the acquisition of certain assets from Assignor, upon the terms and subject to the conditions set forth in the Purchase Agreement;

B. Pursuant to the Purchase Agreement, this Assignment will be duly executed and delivered at the Closing; and

C. Assignor is willing to assign all rights it may have in and to all Purchased IP and the goodwill associated with such Purchased IP on the terms and subject to the conditions set forth in this Assignment.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to all of the following:

(a) all rights of Assignor under the patents and patent applications identified on Exhibit A (the “Transferred Patents”);

(d) all other Purchased IP, including but not limited to the Intellectual Property identified on Exhibit B (other than the Transferred Patents).

3. Authorization. Assignor authorizes and requests the applicable governmental bodies in any applicable jurisdictions, whose duty is to issue patents, to issue the same to Assignee and to record Assignee as owner of the Purchased IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights to the Purchased IP granted in Section 2 above.

5. Miscellaneous.

(a) Controlling Agreement. This Assignment is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants, indemnities and miscellaneous provisions set forth in the Purchase Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control.

(b) Governing Law. This Assignment will be construed in accordance with, and governed in all respects by, the laws of the State of California without regard to its conflict of law principles.

(c) Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either party under this Assignment will not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

(d) Waiver. Any term or condition of this Assignment may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. The waiver by either party of any right hereunder or of the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise.

(e) Amendments. This Assignment may not be amended, modified, altered or supplemented except by means of a written instrument executed on behalf of all parties.

(f) Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by portable document format (PDF) or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

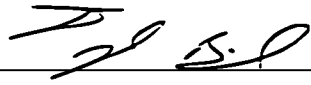
(g) Binding Agreement. This Assignment shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment on and as of the date first indicated above.

ASSIGNOR:

ROASTERY CORPORATION

By: 
Name:
Title:

ASSIGNEE:

BELLWETHER COFFEE CO.

By: *Nathan Gilliland*
Name:
Title:

Exhibit A

Transferred Patents

Cooley Docket No.	Client	Title/Mark	Application No.	Application Date	Country	Case Status	Category Description
NRT-001/00US	Roastery Corporation	SYSTEMS, APPARATUSES, AND METHODS OF SUBSTANCE PROCESSING	62/395,637	9/16/2016	United States of America	Expired	Provisional application; priority document for PCT/US2017/052085
NRT-001/01WO	Roastery Corporation	SYSTEMS, APPARATUSES, AND METHODS OF SUBSTANCE PROCESSING	PCT/US2017/052085	9/18/2017	Patent Cooperation Treaty	Published/Expired	PCT application claiming priority to US 62/395,637
NRT-001/02US	Roastery Corporation	SYSTEMS, APPARATUSES, AND METHODS OF SUBSTANCE PROCESSING	16/334,169	9/18/2017	United States of America	Pending	PCT National Phase application of PCT/US2017/052085
NRT-002/00US	Roastery Corporation	ROASTER	29/618,016	9/18/2017	United States of America	Allowed	Design Patent Application
NRT-003/00US	Roastery Corporation	SYSTEMS, APPARATUSES, AND METHODS OF SUBSTANCE PROCESSING	62/682,675	6/8/2018	United States of America	Expired	Provisional application
NRT-003/01US	Roastery Corporation	SYSTEMS, APPARATUSES, AND METHODS OF SUBSTANCE PROCESSING	16/434,016	6/7/2019	United States of America	Pending	Non-Provisional application claiming priority to US 62/682,675

Exhibit B

Other Intellectual Property

1. CAD engineering files and the firmware and software code for the “alpha” prototype equipment for the Roasting Machine.