

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT6017011

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MATTHEW MCGINNIS	03/13/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HEMETIC TRADING CO. LLC	
<b>Street Address:</b>	211 EAST AVE	
<b>City:</b>	BURLINGTON	
<b>State/Country:</b>	VERMONT	
<b>Postal Code:</b>	05401	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	29704965	
<b>Application Number:</b>	62899791	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(802)860-1208	
<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>	8028601003	
<b>Email:</b>	ip@dunkielsaunders.com	
<b>Correspondent Name:</b>	SHAWN GORDON	
<b>Address Line 1:</b>	91 COLLEGE ST	
<b>Address Line 4:</b>	BURLINGTON, VERMONT 05402	
<b>ATTORNEY DOCKET NUMBER:</b>	1138.002.US1	
<b>NAME OF SUBMITTER:</b>	SHAWN GORDON	
<b>SIGNATURE:</b>	/Shawn Gordon/	
<b>DATE SIGNED:</b>	03/17/2020	
<b>Total Attachments: 4</b>		
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT is dated as of **December \_\_, 2019** (this "Assignment"), by and between Matthew McGinnis residing in Burlington, VT (the "Assignor"), and Hemetic Trading Co. LLC, a Vermont limited liability corporation, with its principal place of business in Burlington, VT (the "Assignee").

WHEREAS, Assignor has agreed to assign to the Assignee certain ones of the Assignor's rights, title and interests in and to Assignor's intellectual property included in those assets, including without limitation the entire right, title and interest in and to those patents and patent applications identified on Schedule A attached hereto (collectively, the "Assigned Patents").

WHEREAS, Assignor is the exclusive owner of the Assigned Patents; and

WHEREAS, Assignee wishes to be the exclusive owner of the Assigned Patents, and Assignor wishes to transfer all of its ownership of the Assigned Patents to Assignee;

NOW, THEREFORE, in consideration of the Agreement and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns and delivers to Assignee, its successors and assigns, Assignor's entire right, title and interest in the U.S. and all foreign countries in and to the Assigned Patents and all rights, claims and privileges pertaining thereto, including without limitation, all inventions and discoveries disclosed therein, certificates of invention and applications for certificates of invention, and any substitutions, reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations, continuations-in-part, continued prosecution applications, and corresponding foreign patents and patent applications and foreign counterparts thereof, and any and all rights to sue and recover for claims and remedies against and collect damages and other recoveries for past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction and hereby grants to Assignee the right to apply, obtain and hold in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed in any and all countries, including, without limitation, the right to prosecute and maintain the same and all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions and renewals thereof.

2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Assigned Patents, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

3. Further Assurances. Assignor represents and warrants to Assignee, its successors and assigns that on the date hereof Assignor is the exclusive owner of the Assigned Patents and has the right to assign the Assigned Patents. Assignor agrees, at the Assignee's expense and request: (i) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Assigned Patents, including evidence for

interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Assigned Patents, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Assigned Patents; (ii) to testify in any interference or other legal proceedings whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Assigned Patents and all associated rights in this or any foreign country.

4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in patent registrations and applications for registration of patents, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Patents.

5. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee, and Assignee's parents, subsidiaries, contractors, customers, suppliers, affiliates, agents, employees, directors, representatives, successors, assigns, licensors, licensees, partners, joint venturers, and distributors all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising and whether known or unknown, arising from or relating to proprietary rights in the Assigned Patents.

6. Miscellaneous. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignor and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. In the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of the State of Vermont other than any provision of Vermont law that would result in the application of the laws of any jurisdiction other than the State of Vermont. This Assignment may be executed in one or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. The undersigned hereby grant(s) the firm of Dunkiel Saunders Elliott Raubvogel & Hand, PLLC the power to insert hereon any further identification information necessary or desirable for recordation of this document, including the filing date and application number of assigned applications, if not yet known, when known.

**IN WITNESS WHEREOF**, the parties have duly executed this Assignment as of the date first written above.

ASSIGNEE: Hemetic Trading Co. LLC

Signature: 

By:       Matt McGinnis      

Title:       CEO      

Date:       3/13/20      

ASSIGNOR: Matthew McGinnis

Signature: 

Date:       3/13/20

## SCHEDULE A

### ASSIGNED PATENTS

Type	Country	Title	Status; Filing Date; App. Serial No.	File No.
Design	U.S.	Beverage Holder	Pending; September 9, 2019; 29/704,965	1138.002.USD1
Provisional	U.S.	INSULATED BEVERAGE HOLDER WITH HANDLE	Pending; September 13, 2019; 62/899,791	1138.003.USB1