PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6713354

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
MISSION PRODUCT HOLDINGS, INC.	09/11/2019

RECEIVING PARTY DATA

Name:	MPUSA, LLC	
Street Address:	110 E. BROWARD BLVD.	
Internal Address:	SUITE 1700	
City:	FORT LAUDERDALE	
State/Country:	FLORIDA	
Postal Code:	e: 33301	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17322163

CORRESPONDENCE DATA

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Correspondent Name: CARTER, DELUCA & FARRELL LLP

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ATTORNEY DOCKET NUMBER:	2919-7A CON	
NAME OF SUBMITTER:	CLIFFORD A. ULRICH	
SIGNATURE:	/Clifford A. Ulrich/	
DATE SIGNED:	05/17/2021	

Total Attachments: 4

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> PATENT REEL: 056261 FRAME: 0519

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PATENT ASSIGNMENT

WHEREAS, Mission Product Holdings, Inc, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 60 E. 42^{ad} Street, New York, New York 10165 ("<u>Assignor</u>") is the owner of the United States issued patents and patents pending listed on <u>Exhibit A</u> hereto (hereinafter, the "<u>Scheduled Patents</u>").

WHEREAS, MPUSA, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having its principal place of business at 63 Stevens Drive, Brentwood, New Hampshire 03833 ("Assignee"), is desirous of acquiring the entire right, title and interest in, to and under the same.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the terms of the Asset Purchase Agreement dated September 11, 2019 between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor hereby sells, assigns, and transfers to the Assignee, all right, title and interest to the Scheduled Patents and the inventions therein set forth and described, all reissues and extensions thereof, and any and all letters patents of the United States and other countries which may be granted thereon or therefor; the same to be held and enjoyed by the said Assignee, their assigns or other legal representatives for their own use and enjoyment, to the end of the term or terms for which any of said letters patents have been granted or may be reissued, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all rights to sue and recover for any past infringement of any of the Scheduled Patents.

Upon the full execution and exchange of this Patent Assignment, at Assignee's reasonable request, Assignor shall execute and deliver to Assignee such additional assignment documents as Assignee prepares and states is necessary to confirm and effect the assignment and transfer of the Scheduled Patents. At the reasonable request of Assignee, and at Assignee's sole expense, Assignor shall execute, and shall designate a responsible person (as applicable) who shall in the future, timely execute and deliver all such assignment documents to Assignee. Until such time as all of the assignments of the Scheduled Patents as set forth in the annexed Schedules are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledge and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of the Agreement, to be the owner of all of the Scheduled Patents and Assignee shall be solely responsible (at Assignee's sole cost and expense) for maintaining, enforcing, prosecuting and defending all such Scheduled Patents.

In the event that any of the Scheduled Patents shall become due for any maintenance filings or other recordations during the Interim Period, Assignor shall likewise cooperate with Assignee's requests and hereby consent and grant to Assignee the right to take whatever action is necessary, in Assignee's reasonable judgment, and at Assignee's expense, to maintain and enforce all registrations and other filings in the PTO. All recordations and filings of assignments of the Scheduled Patents and other materials confirming ownership by Assignee shall be made at Assignee's sole expense.

This Patent Assignment shall be binding on the respective successors and assigns of Assignor and Assignee.

PATENT REEL: 056261 FRAME: 0520 IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be signed in its corporate name by its duly authorized officer this 11th day of September, 2019.

MISSION PRODUCT HOLDINGS, INC.

By: _______ Name: Brian McDonald

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MPUSA, LLC

By: Name: Sevim Perry

Title: Managing Member

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be signed in its corporate name by its duly authorized officer this 11th day of September, 2019.

MISSION PRODUCT HOLDINGS, INC.

By:______ Name: Brian McDonald

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MPUSA, LLC

Name: Sevim Pers

Title: Managing Member

[Signature Page to Patent Assignment]

Exhibit A

Scheduled Patents

Country	Filing Date	Application No.	<u>Title</u>
United States	August 10, 2018	US 16/077,353	Wet-activated cooling fabric
United States	August 10, 2018	US 16/100,939	Wet-activated cooling fabric
Japan	November 26, 2018	JP 2018-562524	Wet-activated cooling fabric
United States	January 22, 2019	US 62/795,211	Dual functional spun + filament fiber woven terry cooling towel
PCT	January 25, 2019	PCT/US19/15239	Dual function absorbing and cooling textile
United States	July 26, 2019	US 16/481,226	Dual function absorbing and cooling textile
United States	July 16, 2019	US 62/874,665	Multi-layer apparel and accessory construction for cooling and ventilation

RECORDED: 05/17/2021

PATENT REEL: 056261 FRAME: 0523