

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6896786

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
LIFEFUELS, INC.		06/02/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	INFUZE, L.L.C.	
<b>Street Address:</b>	316 N. 850 W. SUITE A	
<b>City:</b>	LOGAN	
<b>State/Country:</b>	UTAH	
<b>Postal Code:</b>	84321	
<b>PROPERTY NUMBERS Total: 31</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	D887769	
Patent Number:	D856083	
Patent Number:	D878864	
Patent Number:	10941030	
Patent Number:	10888191	
Patent Number:	10889425	
Patent Number:	10889424	
Patent Number:	10947102	
Patent Number:	10889481	
Patent Number:	10765252	
Patent Number:	9932217	
Patent Number:	10231567	
Patent Number:	10512358	
Patent Number:	10674857	
Patent Number:	10889482	
Patent Number:	10934150	
Patent Number:	10863852	
Patent Number:	10881239	
Patent Number:	10913647	
Patent Number:	11001487	

PATENT

Property Type	Number
Patent Number:	10981769
Patent Number:	10994979
Patent Number:	10981772
Application Number:	16895574
Application Number:	17210335
Application Number:	16656407
Application Number:	17189222
Application Number:	17234534
Application Number:	29701501
Application Number:	29728982
Application Number:	29739057

#### CORRESPONDENCE DATA

**Fax Number:** (202)748-5915

*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:** 2027485902

**Email:** yhassan@kviplaw.com, jtuncay@kviplaw.com

**Correspondent Name:** KENEALY VAIDYA LLP

**Address Line 1:** 3050 K ST NW, SUITE 302

**Address Line 4:** WASHINGTON, D.C. 20007

<b>ATTORNEY DOCKET NUMBER:</b>	9021-0000
<b>NAME OF SUBMITTER:</b>	JAMES R. MINER
<b>SIGNATURE:</b>	/James R. Miner/
<b>DATE SIGNED:</b>	09/01/2021

#### Total Attachments: 9

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into this 2nd day of June, 2021, by and between LifeFuels, Inc., a Delaware corporation (the “**Assignor**”) and Infuze, L.L.C., a Utah limited liability company (the “**Assignee**”).

### RECITALS

WHEREAS, in connection with an Asset Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) dated as of June 2, 2021, by and between Assignor and Assignee, Assignee has agreed to purchase substantially all of the assets of the Assignor; and

WHEREAS, as a condition to the Closing, the parties have agreed to execute and deliver this Agreement setting forth various terms with respect to the Assigned Intellectual Property (as defined below);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

### AGREEMENT

#### ARTICLE I. DEFINITIONS.

1.1. The following capitalized terms, as used in this Agreement, shall have the respective meanings set forth below:

“**Assigned Copyrights**” means (a) the copyright registrations granted by and applications for copyright registration submitted to the United States Copyright Office listed on Exhibit A-1 hereto and (b) any and all copyrights in and to the materials listed on Exhibit A-2 hereto, together with the goodwill of the business pertaining thereto. If any copyrighted works contemplated by the Purchase Agreement are inadvertently omitted from the listing of the Assigned Copyrights set forth by Exhibit A, Assignor agrees that these also constitute Assigned Copyrights.

“**Assigned Intellectual Property**” means, collectively, (a) the Assigned Copyrights, (b) the Assigned Patents, (c) the Assigned Trademarks, and (d) the goodwill and all other intangible assets currently owned by the Assignor, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes. If any intellectual property assets contemplated by the Purchase Agreement are inadvertently omitted from the listing of the Assigned Copyrights, Assigned Patents, and/or Assigned Trademarks, Assignor agrees that these also constitute Assigned Intellectual Property.

“**Assigned Patents**” means the patents and patent applications listed on Exhibit B attached hereto, including U.S. Patent Applications currently filed and U.S. Patents issuing on any of the above-mentioned applications. If any patents or patent applications contemplated by the Purchase Agreement are inadvertently omitted from the listing of the

Assigned Patents set forth by Exhibit B, Assignor agrees that these also constitute Assigned Patents.

“**Assigned Trademarks**” means (i) the trademarks listed on Exhibit C hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill connected with the use thereof and symbolized thereby. If any trademarks or trademark applications contemplated by the Purchase Agreement are inadvertently omitted from the listing of the Assigned Trademarks set forth by Exhibit C, Assignor agrees that these also constitute Assigned Trademarks.

- 1.2. Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Purchase Agreement.

## ARTICLE II. ASSIGNMENT.

- 2.1. **Assignment.** Assignor hereby irrevocably conveys, sells, transfers and assigns to Assignee all of Assignor's rights, titles and interests throughout the world in and to (a) the Assigned Intellectual Property, (b) all income and royalties hereafter due or payable to Assignor with respect to the Assigned Intellectual Property, (c) all damages and payments for past or future infringements and misappropriations of the Assigned Intellectual Property, and (d) all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for copyright, patent, trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Assigned Intellectual Property, and including any priority right that may have arisen from Assignor's use of the Assigned Intellectual Property and/or prior ownership of the registration for such Assigned Intellectual Property). For clarity, Assignee is expressly granted the right to sue for past infringement relating to any patent or patent application set forth in Exhibit B hereto, and to recover damages and payments for any and all past, present, and future infringements of the same and any inventions underlying the same.
- 2.2. **Authorization.** Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, and any other official throughout the world whose duty is to register and record ownership in copyright applications or copyrights, patent applications or patents, and trademark applications or trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Copyrights, Assigned Patents and Assigned Trademarks.
- 2.3. **Further Assurances.** Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee pursuant to this Agreement.
- 2.4. **Taxes.** Assignee shall be solely responsible for any and all expenses related to this Agreement and enforcement of any property rights transferred hereby, including attorneys' fees and patent office fees in any jurisdiction, due on or after the date hereof, and relating to: (i) enforcing any property rights associated with the Assigned Intellectual Property; or (ii) further recordation of ownership of the Assigned Intellectual Property. Assignor shall not be obligated to assist in prosecution or maintenance of the Assigned

Intellectual Property other than as required to apply for a nonprovisional patent on the same process or method as described on the Assigned Intellectual Property.

### ARTICLE III. MISCELLANEOUS PROVISIONS.

**3.1. Assignability.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

**3.2. Amendments; Waivers.** This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement shall be binding unless set forth in a writing signed by the party granting the waiver. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

**3.3. Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and be deemed given when sent by electronic mail or delivered by hand or received by registered or certified mail, postage prepaid, or by nationally recognized overnight courier service addressed to the party to receive such notice at the following address or any other address substituted therefor by notice pursuant to these provisions:

*If to Assignor:*

Jonathon Perrelli  
jp@lifefuels.com

with a copy (which shall not constitute notice) to:

Jim Minor  
jminer@kviplaw.com

*If to Assignee:*

Danny Noall  
danny@infuzehydration.com

with a copy (which shall not constitute notice) to:

Preston Frischknecht  
preston@projectcip.com

**3.4. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah, without reference to its rules of conflicts of laws.

**3.5. Enforcement.** If any party shall institute legal action to enforce or interpret the terms and conditions of this Agreement or to collect any monies under it, venue for any such action shall be in Cache County Utah and/or the District of Utah. Each party irrevocably consents to the jurisdiction of the courts located in the State of Utah for all suits or actions arising out of this Agreement. Each party hereto waives to the fullest extent

possible, the defense of an inconvenient forum, and each agrees that a final judgment in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- 3.6. **Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- 3.7. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- 3.8. **Entire Agreement.** This Agreement, together with the Purchase Agreement, contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.
- 3.9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures.
- 3.10. **Discretion over Prosecution.** Assignee, as the acquiror of Assignor's right, title, and interest in all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, shall have sole discretion over whether to file any claim against a third party for any infringement or unlawful use of the Assigned Intellectual Property, or to defend any action or suit brought concerning any right, title, or interest in the Assigned Intellectual Property.
- 3.11. **Records.** In the event that Assignee files a claim against a third party for infringement or unlawful use of the Assigned Intellectual Property and such third party alleges that Assignor granted such third party or its affiliates a valid license or claims other immunity from suit, Assignor agrees to, upon a written request from Assignee that includes a detailed description of the claim and reasonably sufficient documentation relied upon by such third party to support such allegations, unless prohibited by law or contractual obligation, provide Assignee with any and all records, documentation or communications in its possession or reasonably available to Assignor and relevant to enforcing Assignee's ownership rights in such action or claim.
- 3.12. **No Oral Modification.** No amendment or modification to the terms contained herein shall be valid or binding on the parties unless made in writing and signed.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

ASSIGNOR

**LIFE FUELS INC.**

By:   
Name: Jonathon Perrelli  
Title: President and CEO

ASSIGNEE

**INFUZE, L.L.C.**

By:   
Name: Daniel Noall  
Title: CEO

**EXHIBIT A-1. ASSIGNED COPYRIGHTS (UNITED STATES COPYRIGHT OFFICE).**



**EXHIBIT A-2. ADDITIONAL ASSIGNED COPYRIGHTS.**

**EXHIBIT B. ASSIGNED PATENTS**

1. USD887769
2. USD856083
3. USD878864
4. US10941030
5. US10888191
6. US10889425
7. US10889424
8. US10947102
9. US10889481
10. US10765252
11. US9932217
12. US10231567
13. US10512358
14. US10674857
15. US10889482
16. US10934150
17. US10863852
18. US10881239
19. US10913647
20. US11001487
21. US10981769
22. US10994979
23. US10981772
24. US20210007533 (US 16/895,574)
25. US20200113374 (US 16/656,407)
26. US 17/210,335
27. US 16/436,656
28. US 16/596,678
29. US 16/596,683
30. US 16/656,407
31. US 17/164,768
32. US 17/240,231
33. US 63/066,482
34. US 63/093,090
35. US 63/056,608
36. US 17/189,222
37. US 17/234,534
38. US 16/664,640
39. US 29/701,501
40. US 29/728,982
41. US 29/739,057
42. CA 2,969,844

*FOR CLARITY ASSIGNED FURTHER INCLUDES ALL REFERENCES IN THE MAY 31, 2021  
"DECK" (CONFIDENTIAL), INCORPORATED HEREIN BY REFERENCE.*

**EXHIBIT C. ASSIGNED TRADEMARKS**

1. U.S. Ser. No. 90035446
2. U.S. Ser. No. 90035444
3. U.S. Ser. No. 88371628
4. U.S. Ser. No. 88120665
5. U.S. Ser. No. 88120653
6. U.S. Ser. No. 90039855
7. U.S. Ser. No. 88371609
8. U.S. Ser. No. 88371669
9. U.S. Ser. No. 90035442
10. U.S. Ser. No. 88832325
11. U.S. Ser. No. 90039840
12. U.S. Ser. No. 90039822
13. U.S. Ser. No. 88563835
14. U.S. Ser. No. 88599645
15. U.S. Reg. No. 5788023
16. U.S. Reg. No. 5835009
17. U.S. Reg. No. 5944598
18. U.S. Reg. No. 6088655
19. U.S. Reg. No. 5697583
20. Int'l Reg. No. 1483811 (and all subsequent national applications and registrations, including those below)
  - a. Australian Trademark No. 2031992
  - b. New Zealand Trademark No. 1128318
  - c. China Trademark No. 18022198
21. Int'l Reg. No. 1483863 (and all subsequent national applications and registrations, including those below)
  - a. Australian Trademark No. 2032058
  - b. New Zealand Trademark No. 1128320
  - c. China Trademark Nos. 18022197, 18022199