

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6904273

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MAGIC TAP, LLC	09/03/2021
RECEIVING PARTY DATA	
Name:	IDEASTREAM CONSUMER PRODUCTS, LLC
Street Address:	812 HURON ROAD E
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44115
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9133015
Patent Number:	D652299
Patent Number:	D655313
Patent Number:	D674277
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	2165837098
Email:	ipdocketing@ulmer.com
Correspondent Name:	ULMER & BERNE LLP
Address Line 1:	1660 WEST 2ND STREET
Address Line 2:	SKYLIGHT OFFICE TOWER, SUITE 1100
Address Line 4:	CLEVELAND, OHIO 44113
ATTORNEY DOCKET NUMBER:	36130-0023, 43, 44, 65
NAME OF SUBMITTER:	BRIAN E. TURUNG
SIGNATURE:	/Brian E Turung/
DATE SIGNED:	09/08/2021
Total Attachments: 13	
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of September 3, 2021, is entered into between Magic Tap, LLC ("**Seller**"), and IdeaStream Consumer Products, LLC ("**Buyer**"). Capitalized terms used in this Agreement have the meanings given to such terms herein, as such definitions are identified by the cross-references set forth in **Exhibit A** attached hereto.

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in, to, and under all the tangible and intangible assets owned or held by Seller and used or useful in the conduct of the Business (collectively, the "**Purchased Assets**"). The Purchased Assets include the following:

- (a) all of Seller's right, title, and interest in and to the Assigned IP. The Assigned IP is defined on Exhibit A;
- (b) all Contracts (the "**Assigned Contracts**"). The term "**Contracts**" means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments, and legally binding arrangements, whether written or oral;
- (c) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, and fees (including any such item relating to the payment of Taxes);
- (d) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets;
- (e) all insurance benefits, including rights and proceeds, arising from or relating to the Business or the Purchased Assets; and
- (f) all goodwill and the going concern value of the Purchased Assets and the Business.

The parties understanding is that Buyer already owns all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories related to the Purchased Assets ("**Inventory**"). However, if Seller owns any Inventory, it is included in the Purchased Assets.

Section 1.02 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform, and discharge only the following Liabilities of Seller (collectively, the "**Assumed Liabilities**"), and no other Liabilities:

(i) all trade accounts payable of Seller to Buyer and to third parties in connection with the Business that remain unpaid and are not delinquent as of the Closing Date; and

(ii) all Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business, and do not relate to any failure to perform, improper performance, warranty, or other breach, default, or violation by Seller on or prior to the Closing.

For purposes of this Agreement, "**Liabilities**" means liabilities, obligations, or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise.

Section 1.03 Purchase Price. The aggregate purchase price for the Purchased Assets shall be Buyer's assumption of the Assumed Liabilities (which, for the avoidance of doubt, includes the cancellation of Seller's payable to Buyer) (the "**Purchase Price**").

Section 1.04 Allocation of Purchase Price. The Purchase Price and the Assumed Liabilities shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as Buyer reasonably determines (the "**Allocation Schedule**"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyer and Seller shall file all returns, declarations, reports, information returns and statements, and other documents relating to Taxes (including amended returns and claims for refund) in a manner consistent with the Allocation Schedule.

Section 1.05 Third Party Consents. To the extent that Seller's rights under any Purchased Asset may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by Law and the Purchased Asset, shall act after the Closing as Buyer's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer.

Section 1.06 Recordation and Further Actions. Contemporaneous with this Agreement, the parties will execute and deliver an Intellectual Property Assignment Agreement (the "**Intellectual Property Assignment Agreement**") in form and content as prepared by Buyer, in its discretion, consistent with this Agreement. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office to record and register the IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such

cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

ARTICLE II CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely by exchange of documents and signatures (or their electronic counterparts), simultaneously with the execution of this Agreement, or at such other time or place or in such other manner as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**."

Section 2.02 Closing Deliverables. At the Closing, Seller shall deliver to Buyer the following:

- (i) a bill of sale in the form of Exhibit B attached hereto (the "**Bill of Sale**") duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;
- (ii) the Intellectual Property Assignment Agreement, duly executed by Seller; and
- (iii) such other customary instruments of transfer or assumption, filings, or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement. Collectively, the Agreement, the Bill of Sale, the Intellectual Property Assignment Agreement, and any instrument or document delivered under this Section are the "**Transaction Documents**."

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article ~~ARTICLE III~~ are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller. Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Delaware. Seller has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate, board, and shareholder action on the part of Seller. This

Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

Section 3.02 No Conflicts or Consents. The execution, delivery, and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other governing documents of Seller; (b) violate or conflict with any provision of any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, other requirement, or rule of law of any Governmental Authority (collectively, "**Law**") or any order, writ, judgment, injunction, decree, stipulation, determination, penalty, or award entered by or with any Governmental Authority ("**Governmental Order**") applicable to Seller, the Business, or the Purchased Assets; (c) require the consent, notice, declaration, or filing with or other action by any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity ("**Person**") or require any permit, license, or Governmental Order; (d) violate or conflict with, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel any Contract to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (e) result in the creation or imposition of any charge, claim, pledge, equitable interest, lien, security interest, restriction of any kind, or other encumbrance ("**Encumbrance**") on the Purchased Assets.

Section 3.03 Title to Purchased Assets. Seller has good and valid title to all of the Purchased Assets, free and clear of Encumbrances.

Section 3.04 Full Disclosure. No representation or warranty by Seller in this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article ~~ARTICLE IV~~ are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Delaware. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the

Transaction Documents constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other organizational documents of Buyer; (b) violate or conflict with any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any permit, license, or Governmental Order.

ARTICLE V MISCELLANEOUS

Section 5.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 5.02 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 5.03 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 5.04 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

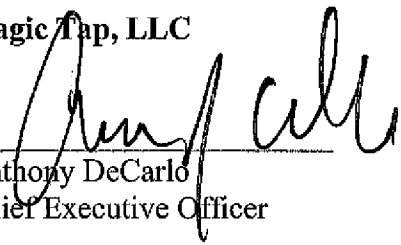
Section 5.05 Governing Law; Submission to Jurisdiction'; Waiver of Jury Trial].

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the city of Cleveland and county of Cuyahoga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Magic Tap, LLC

By 
Anthony DeCarlo
Chief Executive Officer

IdeaStream Consumer Products, LLC

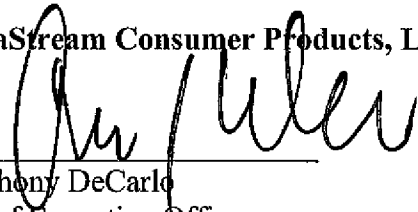
By 
Anthony DeCarlo
Chief Executive Officer



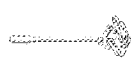
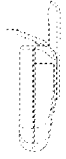
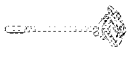
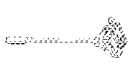


Exhibit A

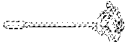

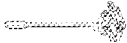

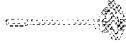
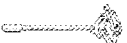
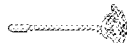

Assigned IP


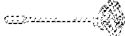
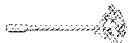





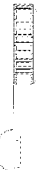

- (a) The patents and patent applications set forth on Schedule **Error! Reference source not found.** to this Agreement and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
- (b) The trademark registrations and applications set forth on Schedule **Error! Reference source not found.** to this Agreement and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 to this Agreement, the transfer of such applications accompanies, pursuant to this Agreement, the transfer of Seller's Business, or that portion of the Business to which the trademark pertains, and that Business is ongoing and existing;
- (c) All copyrights, whether registered or not, of Seller (the "**Copyrights**");
- (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Schedule 1

See PDF Attachment 1.

Country	Name	Inventors	Type	Appln. No.	Appln. Date	Patent/Reg. No.	Issue/Reg. Date	Status	Expiration Date	Entity	Image	Product Line
Canada	LIQUID PUMP	Taylor, Curtis DeCarlo, Anthony	Utility Patent	2764804	6/3/2010	2764804	7/25/2017	Granted	6/3/2030	Magic Tap, LLC		Magic Tap
United States	LIQUID PUMP	Taylor, Curtis DeCarlo, Anthony	Utility Patent	14257474	4/21/2014	9133015	9/15/2015	Granted	6/2/2030	Magic Tap, LLC		Magic Tap
Australia	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	201114153	9/15/2011	339333	11/8/2011	Granted	9/15/2021	Magic Tap, LLC		Magic Tap
Australia	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	201114408	9/29/2011	339165	10/26/2011	Granted	9/29/2021	Magic Tap, LLC		Magic Tap
Brazil	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	D17105166-0	10/18/2011	D17105166-0	10/16/2012	Granted	10/18/2036	Magic Tap, LLC		Magic Tap
Canada	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	142320	9/15/2011	142320	4/13/2012	Granted	4/13/2022	Magic Tap, LLC		Magic Tap
Canada	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	142773	10/19/2011	142773	6/8/2012	Granted	6/8/2022	Magic Tap, LLC		Magic Tap
Chile	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	2532-2011	10/12/2011	6924	8/18/2014	Granted	10/12/2021	Magic Tap, LLC		Magic Tap

European Union	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	001917741	9/15/2011	001917741-0001	9/15/2011	Granted	9/15/2036	Magic Tap, LLC		Magic Tap
European Union	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	001933771	10/18/2011	001933771-0001	10/18/2011	Granted	10/18/2036	Magic Tap, LLC		Magic Tap
United Kingdom	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	90001917741-0001	9/15/2011	001917741-0001	9/15/2011	Granted	9/15/2036	Magic Tap, LLC		Magic Tap
United Kingdom	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	90001933771-0001	10/18/2011	001933771-0001	10/18/2011	Granted	10/18/2036	Magic Tap, LLC		Magic Tap
Hong Kong	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	1101829.2	10/19/2011	1101829.2	6/1/2012	Granted	10/19/2036	Magic Tap, LLC		Magic Tap
Mexico	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	MX/f/2011/003318	10/13/2011	36829	7/23/2012	Granted	10/13/2026	Magic Tap, LLC		Magic Tap
Malaysia	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	11-01543-0101	10/19/2011	MY11-01543-0101	6/28/2012	Granted	4/19/2036	Magic Tap, LLC		Magic Tap
New Zealand	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	415342	9/15/2011	415342	10/12/2011	Granted	9/15/2026	Magic Tap, LLC		Magic Tap

New Zealand	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	415377	10/4/2011	415377	3/16/2012	Granted	4/19/2026	Magic Tap, LLC		Magic Tap
Philippines	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	3-2011-000898	10/17/2011	3-2011-000898	1/24/2012	Granted	10/17/2026	Magic Tap, LLC		Magic Tap
United States	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	29362854	6/1/2010	D652299	1/17/2012	Granted	1/17/2026	Magic Tap, LLC		Magic Tap
United States	FLUID PUMP	Taylor, Curtis DeCarlo, Anthony	Design Patent	29389976	4/19/2011	D655313	3/6/2012	Granted	3/6/2026	Magic Tap, LLC		Magic Tap
Australia	CONTAINER CAP	Taylor, Curtis Hanson, Matthew	Design Patent	201213977	8/15/2012	344371	9/13/2012	Granted	8/15/2022	Magic Tap, LLC		Magic Tap
Canada	CONTAINER CAP	Taylor, Curtis Hanson, Matthew	Design Patent	146976	8/15/2012	146976	3/27/2013	Granted	3/27/2023	Magic Tap, LLC		Magic Tap
European Union	CONTAINER CAP	Taylor, Curtis Hanson, Matthew	Design Patent	002088690	8/16/2012	002088690-0001	8/16/2012	Granted	8/16/2037	Magic Tap, LLC		Magic Tap
United Kingdom	CONTAINER CAP	Taylor, Curtis Hanson, Matthew	Design Patent	002088690	8/16/2012	002088690-0001	8/16/2012	Granted	8/16/2037	Magic Tap, LLC		Magic Tap
New Zealand	CONTAINER CAP	Taylor, Curtis Hanson, Matthew	Design Patent	416628	8/15/2012	416628	10/2/2012	Granted	8/15/2027	Magic Tap, LLC		Magic Tap
United States	CONTAINER CAP	Taylor, Curtis Hanson, Matthew	Design Patent	29429524	8/13/2012	D674277	1/15/2013	Granted	1/15/2027	Magic Tap, LLC		Magic Tap

Schedule 2

<u>Country</u>	<u>Registration No.</u>	<u>Mark</u>	<u>Class</u>
US	4100069	THE MAGIC TAP	21
US	4271213	THE MAGIC TAP (stylized)	21