

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7195962

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TERRABOOST MEDIA, LLC	02/14/2022
RECEIVING PARTY DATA	
Name:	TERRABOOST MEDIA, INC.
Street Address:	2232 DELL RANGE BLVD., SUITE 202
City:	CHEYNNE
State/Country:	WYOMING
Postal Code:	82009
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	D604973
Patent Number:	D604974
Patent Number:	D670113
Patent Number:	D670114
Patent Number:	D767916
Patent Number:	D789704
Application Number:	16226460
Application Number:	16112412
Application Number:	17368695
CORRESPONDENCE DATA	
Fax Number:	(650)802-3001
<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:	6508023000
Email:	brian.lee@weil.com
Correspondent Name:	JOSEPH SHUI
Address Line 1:	WEIL, GOTSHAL & MANGES LLP
Address Line 2:	201 REDWOOD SHORES PARKWAY
Address Line 4:	REDWOOD CITY, CALIFORNIA 94065
ATTORNEY DOCKET NUMBER:	78187.0048
NAME OF SUBMITTER:	JOSEPH SHUI

PATENT

SIGNATURE:	/s/ Joseph Shui
DATE SIGNED:	02/25/2022
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 11 source=II.D.6. Project Tropic - IP Assignment#page1.tif source=II.D.6. Project Tropic - IP Assignment#page2.tif source=II.D.6. Project Tropic - IP Assignment#page3.tif source=II.D.6. Project Tropic - IP Assignment#page4.tif source=II.D.6. Project Tropic - IP Assignment#page5.tif source=II.D.6. Project Tropic - IP Assignment#page6.tif source=II.D.6. Project Tropic - IP Assignment#page7.tif source=II.D.6. Project Tropic - IP Assignment#page8.tif source=II.D.6. Project Tropic - IP Assignment#page9.tif source=II.D.6. Project Tropic - IP Assignment#page10.tif source=II.D.6. Project Tropic - IP Assignment#page11.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”), dated as of February 14, 2022 (the “Ratification Date”) but effective as of March 1, 2021 (the “Effective Date”), is entered into between Terraboost Media, LLC, a Delaware limited liability company (“Seller”), and Terraboost Media, Inc., a Delaware corporation (“Buyer”). Seller and Buyer are sometimes referred to individually in this IP Assignment as a “Party” and collectively as the “Parties”. Capitalized terms used but not defined herein have the meanings assigned to them in the Purchase Agreement (as defined below).

BACKGROUND

A. Seller owns, or holds valid licenses or sublicenses for, the Seller Intellectual Property which is included in the Purchased Assets (the “Assigned Intellectual Property”), as set forth on Schedule A.

B. Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of the Ratification Date but effective as of the Effective Date (the “Purchase Agreement”), pursuant to which Buyer has purchased such rights owned by Seller in and to the Assigned Intellectual Property as set forth in Schedule A, or assumed any licenses or sublicenses with respect to any Assigned Intellectual Property, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Assignment and Transfer**. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer such of Seller’s right, title and interest in, to and under the Assigned Intellectual Property as set forth in Schedule A, together with any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, and any and all registrations thereof.

2. **Terms of the Purchase Agreement**. This IP Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. **Further Assurances**. Each Party covenants and agrees, at its own expense, to use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the assignments and transfers contemplated by this IP Assignment, including executing and delivering such additional documents, instruments or conveyances of transfer and assignment and assurances.

4. **Binding Effect; Assignment**. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this IP Assignment nor any of the rights, interests or obligations under this IP Assignment may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any of the Parties without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void; provided; however, that Buyer may assign, transfer or delegate its rights and obligations pursuant

to this IP Assignment, in whole and not in part, to one of the following Persons if such Person signs a written agreement evidencing its assumption of such rights and obligations: (a) any direct wholly-owned Subsidiary of Buyer or any successor in interest to Buyer; (b) one or more banks or other lenders providing financing to Buyer or its Affiliates from time to time; or (c) any Person that acquires the outstanding shares of capital stock or substantially all of the assets of Buyer.

5. **Miscellaneous**. The provisions of Article VII of the Purchase Agreement shall apply to this IP Assignment, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

TERRABOOST MEDIA, LLC
By: Upgrade Capital, LLC, Manager

Brett Morrison
By: Brett Morrison (Feb 20, 2022 11:42 PST)
Name: Brett Morrison
Title: Manager

BUYER:

TERRABOOST MEDIA, INC.

Brett Morrison
By: Brett Morrison (Feb 20, 2022 11:42 PST)
Name: Brett Morrison
Title: President

SCHEDULE A
ASSIGNED INTELLECTUAL PROPERTY

I. TRADEMARKS

A. TRADEMARK DESCRIPTIONS

The mark “TAZZA” is registered for uses related to (i) medicated skin care preparations, namely, disinfectants (Serial No. 77764185) and (ii) Medicated skin care preparations, namely, skin sanitizer lotions, foams and gels; and pre-moistened disinfectant towelettes for sanitizing and cleaning the skin (Serial No. 86562901).

The mark “TERRABOOST” is registered for uses related to (i) dispensers for disinfectants (Serial No. 77753284) and (ii) advertising goods and services of others; distribution of products for advertising purposes (Serial No. 77319840).

The mark “TERRABOOST MEDIA” is registered for uses related to Advertising goods and services of others; distribution of products for advertising purposes (Serial No. 86576275).

The marks are more completely described as follows:

IP Type	Application Number/Serial Number	Registration Number	Description/Title	Status
U.S. Trademark	77753284	3851135	TERRABOOST: STANDARD CHARACTER MARK	REGISTERED 09/21/2010
U.S. Trademark	77319840	3686720	TERRABOOST: STANDARD CHARACTER MARK	REGISTERED 09/22/2009
U.S. Trademark	86576275	4850383	TERRABOOST MEDIA: DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	REGISTERED 11/10/2015
U.S. Trademark	86562901	4831877	TAZZA: DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	REGISTERED 10/13/2015
U.S. Trademark	77764185	3734234	TAZZA: STANDARD CHARACTER MARK	REGISTERED 01/05/2010
China Trademark	45907961	45907961	TAZZA: STANDARD CHARACTER MARK	REGISTERED
China Trademark		42086111	TAZZA: DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	REGISTERED
U.S. Trademark	90677634		CLEANSE WISE: STANDARD CHARACTER MARK	1B REGISTRATION

B. ASSIGNED RIGHTS

Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller’s right, title and interest in, to and under each of the above-referenced marks, subject only to the rights reserved herein with respect to each mark:

- (a) “TAZZA” MARK: Buyer shall have the rights to use such Mark to the exclusion of all parties except Seller, its affiliates and their successors and assignees. Current affiliates of LLC include Tazza Brands East, Inc. and Terraboost Industries West, Inc.
- (b) “TERRABOOST” MARK: Buyer shall have the rights to use such Mark to the exclusion of all parties except as follows:

- 1) Seller as part of its name; and
 - 2) Tazza Brands East, Inc., its subsidiaries and successors, only in connection with products which it imports or produces for Buyer, its successors and assignees; and
 - 3) Terraboost Industries West, Inc. as part of its name; and
 - 4) Terraboost Industries, Inc. as part of its name.
- (c) "TERRABOOST MEDIA" MARK: Buyer shall have the rights to use such Mark to the exclusion of all parties except as follows:
- 1) Seller as part of its name; and
 - 2) Tazza Brands East, Inc., its subsidiaries and successors, only in connection with products which it imports or produces for Buyer, its successors and assignees; and
 - 3) Terraboost Industries West, Inc., the word "Terraboost" as part of its name; and
 - 4) Terraboost Industries, Inc., the word "Terraboost" as part of its name.
- (d) "CLEANSE WISE" MARK: Buyer shall have the right to use such Mark only for Buyer's products which are purchased from Tazza Brands East, Inc., its successors and assignees.

II. PATENTS

A. PATENT DESCRIPTIONS

USPTO ISSUED LICENSED PATENTS

UNITED STATES PATENT D604,973 ISSUED DECEMBER 1, 2009:

Combination dispenser and advertising display

CLAIM: The ornamental design of a combination dispenser and advertising display

Inventors: Morrison; Brett (Oakland, CA)
Morrison; Brian (Miami, FL)
Goldschwartz; Maxmillio (Hong Kong, CN)

Assignee: Terraboost Media, LLC (Miami, FL)

Appl. No.: D/328,900

Filed: December 3, 2008

Current U.S. Class: D6/515

Current International Class: 2002

UNITED STATES PATENT D604,974 ISSUED DECEMBER 1, 2009:

Combination dispenser and advertising display

CLAIM: The ornamental design of a combination dispenser and advertising display

Inventors: Morrison; Brett (Oakland, CA)
Morrison; Brian (Miami, FL)
Kieley; Sean (Montreal, CA)

Assignee: Terraboost Media, LLC (Miami, FL)

Appl. No.: D/328,904

Filed: December 3, 2008

Current U.S. Class: D6/515

Current International Class: 2002

UNITED STATES PATENT D670,113 ISSUED NOVEMBER 6, 2012:

Combination dispenser and advertising display

CLAIM: The ornamental design of a combination dispenser and advertising display

Inventors: Morrison; Brian (Miami, FL)
Assignee: Terraboost Media, LLC (Miami, FL)

Appl. No.: D/403,662

Filed: October 10, 2011

Current U.S. Class: D6/515

Current International Class: 2002

UNITED STATES PATENT D670,114 ISSUED NOVEMBER 6, 2012:

Combination dispenser and advertising display

CLAIM: The ornamental design of a combination dispenser and advertising display

Inventors: Morrison; Brian (Miami, FL)
Christensen; Myles (Orem, UT)

Assignee: Terraboost Media, LLC (Miami, FL)

Appl. No.: D/409,686

Filed: December 28, 2011

Current U.S. Class: D6/515

Current International Class: 2002

UNITED STATES PATENT D767,916 ISSUED OCTOBER 4, 2016:

Advertising device for dispensing sanitizing articles

CLAIM: The ornamental design of an advertising device for dispensing sanitizing articles

Inventors: Morrison; Brian (Miami Beach, FL)

[Schedule A to Intellectual Property Assignment]

Assignee: Terraboost Media, LLC (Miami Beach, FL)
Appl. No.: D/ 525,485
Filed: April 30, 2015
Current U.S. Class: D6/515
Current International Class: 2002

UNITED STATES PATENT D789,704 ISSUED JUNE 20, 2017:

Combination hand sanitizer and advertising display

CLAIM: The ornamental design for a combination hand sanitizer and advertising display

Inventors: Morrison; Brian (Miami, FL)
Christensen; Myles (Orem, UT)

Assignee: Terraboost Media, LLC (Miami Beach, FL)

Appl. No.: D/ 551,672
Filed: January 15, 2016

Current U.S. Class: D6/512
Current International Class: 2002

USPTO PATENT APPLICATIONS

United States Patent Application: 0190266545

Sales Representative Optimization System

Inventors: MORRISON; Brian (Miami Beach, FL)
Applicant: TERRABOOST MEDIA LLC (Miami, FL)
Appl. No.: 16/226460
Filed: December 19, 2018

United States Patent Application: 0190152243

Printed And Treated Material And Production Process Thereof

Inventors: MORRISON; Brian (Miami Beach, FL)
CHEN; Michael (Miami, FL)
Applicant: TERRABOOST MEDIA LLC (Miami, FL)
Appl. No.: 16/112412
Filed: August 24, 2018

United States Patent Application: 0220002071

Apparatus And Methods of Storing Wet Wipes In Bulk while Retaining Moisture

Inventors: MORRISON; Brian (Miami Beach, FL)
CHEN; Michael (Xiangtan, CN)
Applicant: TERRABOOST MEDIA LLC (Cheyenne WY)
Appl. No.: 17/368695
Filed: July 6, 2021

INTERNATIONAL ISSUED LICENSED PATENTS

CHINA PATENT CN 302064594 S

ISSUED SEPTEMBER 5, 2012

Design patent

Advertising device with sterilization equipment using the product name of the design

The patentee Terraboost Media Co., Ltd.

Application No. 201130367836.2

Application date 2011.10.17

Designer Morrison Brett; Morrison Bryan; Max Mirianou Goldswa

CHINA PATENT CN 301915308 S

ISSUED MAY 16, 2012

[Schedule A to Intellectual Property Assignment]

PATENT
REEL: 059105 FRAME: 0407

Design patent
Advertising device with disinfection equipment
The patentee Terraboost Media Co., Ltd.
Application No. 201130353335.9
Application date 2011.09.29
Designer Morrison Brett; Morrison Bryan; Kelly Sean

CHINA PATENT CN 202691513 U
ISSUED JANUARY 23, 2013
Utility model patent
A mounting frame
The patentee Terraboost Media Co., Ltd.
Application No. 201220262230.1
Application date 2012.06.05
Designer Morrison Brian;

B. ASSIGNED RIGHTS

Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller's right, title and interest in, to and under each of the above-referenced Patents and Patent Applications, subject only to the rights reserved herein with respect to each Patent:

- 1) Except with respect to United States Patent Application 16/226,460, solely for the purposes of producing and selling products which include any or all elements of the Licensed Patents for sale to Buyer, Seller reserves for itself and Tazza Brands East, Inc., their successors and assignees, the right to import, produce, use, modify, have modified, sell and distribute such products and combined products.
- 2) With respect to United States Patent Application 16/226,460 (the "Sales Representative Optimization System"), no assigned rights are granted hereby. Seller hereby grants to Buyer a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, practice or otherwise exploit the inventions covered by such Patent to import, use, develop, make, have made, sell, offer to sell, import, export and produce any products in connection with the Business of Buyer. Upon approval and registration of the Sales Representative Optimization System, Seller hereby grants to Buyer a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, practice or otherwise exploit such Patent to import, use, develop, make, have made, sell, offer to sell, import, export and produce any products in connection with the Business of Buyer. Seller specifically reserves the right to import, to produce, to use, to offer for sale, and to sell, modify, have modified, market, and distribute directly or indirectly and through multiple channels of distribution, products and combined products which include any or all elements of the Sales Representative Optimization System and to have those rights exercised on its behalf. All rights with respect to the Sales Representative Optimization System not explicitly granted to Buyer in this Agreement are expressly reserved for Seller.

III. URLS

A. ASSIGNED URLS

URLs (Websites) Assigned
Terraboost Media, LLC to Terraboost Media, Inc.

Domain Name	Status	Expiration Date	Auto-renew	Account
communitywellness.biz	Active	5/31/2022	On	8872592
localagenthero.com				94336132
localeyesmedia.com	Active	3/17/2022	On	8872592
neighborhoodmedia.biz	Active	6/28/2023	On	8872592
neighborhood-media.com	Active	6/28/2023	On	8872592
neighborhoodmedia.info	Active	6/28/2023	On	8872592
neighborhoodmedia.net	Active	3/16/2022	On	8872592
neighborhoodmedia.us	Active	6/28/2023	On	8872592
nextdoormedia.net	Active	3/16/2022	On	8872592
sponsorwellness.biz	Active	5/31/2022	On	8872592
sponsor-wellness.biz	Active	6/15/2022		100826644
sponsorwellness.co	Active	6/15/2022		100826644
sponsor-wellness.co	Active	6/15/2022		100826644
sponsorwellness.com	Active	12/19/2021		100826644
sponsorwellness.info	Active	6/15/2022		100826644
sponsorwellness.net	Active	6/8/2022	On	8872592
tbmjobs.com				94336132
tbmsalesupport.com				94336132
tbmtracker.com				94336132
TERRABOOST.COM	Active	6/1/2022	On	8872592
terraboost.biz				94336132
TERRABOOST.CO	Active	3/17/2022		100826644
TERRABOOST.CO.UK	Active	12/19/2021	On	8872592
TERRABOOST.COM	Active	5/26/2022	On	8872592
terra-boost.com	Active	5/16/2023	On	8872592
terraboost.digital				94336132
terraboost.info	Active	12/20/2021		100826644
terraboost.me	Active	12/20/2021		100826644
TERRABOOST.MOB	Active	12/19/2021	On	8872592
TERRABOOST.NET	Active	8/25/2023	On	8872592
TERRABOOST.ORG	Active	12/19/2021	On	8872592
TERRABOOST.US	Active	3/29/2022		100826644
terraboostdigital.com				94336132
terraboostic.com	Active	5/16/2023	On	8872592
terraboost-ic.com	Active	5/16/2023	On	8872592
terraboostindependentcontractor.com	Active	5/16/2023	On	8872592
terraboostindependentcontractors.com	Active	5/16/2023	On	8872592
terraboostindustries.biz	Active	1/23/2023	On	8872592
terraboostindustries.com	Active	1/22/2023	On	8872592
terraboostindustries.info	Active	1/23/2023	On	8872592
terraboosting.com	Active	5/16/2023	On	8872592
TERRABOOSTMEDIA.CO.UK	Active	12/19/2022	On	8872592
TERRABOOSTMEDIA.COM	Active	6/1/2022	On	8872592
terraboostmedia.net	Active	5/16/2023	On	8872592
TERRABOOST-PORTAL.COM	Active	5/5/2022	On	8872592
terraboostpr.com	Active	5/16/2023	On	8872592

URLs (Websites) Assigned
Terraboost Media, LLC to Terraboost Media, Inc.

terraboosts.com	Active	5/16/2023	On	8872592
terraboostsolution.com	Active	5/31/2022	On	8872592
terraboostsolutions.biz	Active	5/31/2022	On	8872592
terraboostsolutions.com	Active	4/19/2023	On	8872592
terraboost-solutions.com	Active	5/31/2022	On	8872592
terraboostusa.com	Active	5/16/2023	On	8872592
welcomecenter.biz	Active	5/31/2022	On	8872592
welcomewipes.com	Active	5/31/2022	On	8872592
wellness-sponsorship.com	Active	5/31/2022	On	8872592
wipesponsorship.com	Active	5/31/2022	On	8872592
wipewelcome.biz	Active	5/31/2022	On	8872592
wipewelcome.com	Active	5/31/2022	On	8872592
wipewelcomecenter.com	Active	5/31/2022	On	8872592

B. ASSIGNED RIGHTS

Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller's right, title and interest in, to and under each of the above-referenced URLs.

IV. OTHER INTELLECTUAL PROPERTY

A. ASSIGNED OTHER INTELLECTUAL PROPERTY

All other Seller Owned Intellectual Property used or held for use in the conduct of the Business as defined in the Purchase Agreement.

B. RIGHTS ASSIGNED

Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all other Seller Owned Intellectual Property used or held for use in the conduct of the Business as defined in the Purchase Agreement.

[Schedule A to Intellectual Property Assignment]