

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
FACTORY 14 UK ACQUISITIONS I LTD		09/01/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SALMAN CHOUDHRY	
<b>Street Address:</b>	112FF, PHASE 4, DHA	
<b>City:</b>	LAHORE	
<b>State/Country:</b>	PAKISTAN	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	29786635	
<b>Application Number:</b>	29794478	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	2016153683	
<b>Email:</b>	boris.leschinsky@gmail.com	
<b>Correspondent Name:</b>	BORIS LESCHINSKY	
<b>Address Line 1:</b>	P.O.BOX 72	
<b>Address Line 4:</b>	WALDWICK, NEW JERSEY 07463	
<b>NAME OF SUBMITTER:</b>	BORIS LESCHINSKY	
<b>SIGNATURE:</b>	/leschinsky/	
<b>DATE SIGNED:</b>	10/13/2022	
<b>Total Attachments: 8</b>		
source=Latest assignment of rights for design applications#page1.tif		
source=Latest assignment of rights for design applications#page2.tif		
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## IP ASSIGNMENT AND TERMINATION AGREEMENT

**THIS IP ASSIGNMENT AND TERMINATION AGREEMENT** (this “*Agreement*”) dated September 1, 2022 is by and between: (1) **SMELLSLIKEGREEN INC.** (hereinafter “*SmellsLikeGreen*”), (2) **SALMAN CHOUDHRY** (hereinafter “*Choudhry*”) and (3) **FACTORY 14 UK ACQUISITION II LTD** (hereinafter “*Factory 14*”) (collectively referred to herein as the “*Parties*,” and individually as a “*Party*”).

### RECITALS

**WHEREAS**, the Parties entered into an Asset Purchase Agreement dated as of July 21, 2021 (the “*Asset Purchase Agreement*”), pursuant to which Factory 14 acquired, among other things, the intellectual property rights set forth on Exhibit A attached hereto (the “*CYBRBrush IP*”);

**WHEREAS**, in connection with the closing of the Asset Purchase Agreement the Parties entered into a Joint Product Development and Commercialization Agreement (the “*JPDCA*”), effective *July 21, 2021*; and

**WHEREAS**, the Parties desire to enter into this Agreement to, among other things, effect the conveyance of the CYBRBrush IP from Factory 14 to SALMAN CHOUDHRY and to terminate the JPDCA;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein, the Parties hereby agree as follows:

### TERMS OF AGREEMENT

1. **Assignment of CYBRBrush IP.** The Parties agree that as at the Effective Date (as defined below), subject to the completion of the Account Transfers (as defined below), and in consideration of the waivers and releases described in clause 2 of this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Factory 14 shall transfer, convey and assign to *Choudhry* the CYBRBrush IP. Such transfer, conveyance and assignment will be effected pursuant to a mutually acceptable Intellectual Property Assignment Agreement substantially similar in form and substance to that attached as Appendix 4 to the Asset Purchase Agreement (hereinafter the “*IP Transfer*”).

2. **Termination of JPDCA; Cancellation and Waiver of Payment Rights.** The Parties agree that as of the date of this Agreement, (a) the JPDCA is hereby terminated by mutual agreement and (b) each of SmellsLikeGreen and Choudhry hereby waive any and all rights, benefits or payments to them or their employees, contractors or agents that are due or that could become due under the JPDCA, including without limitation under paragraph f (Costs) of Clause 2 (Collaboration) of the JPDCA, and hereby release Factory 14 from and will not hold Factory 14 accountable to pay any liabilities, costs or payments under the JPDCA, including, without limitation, (x) incurred in connection with the development of CybrBrush including but not limited to development costs, legal fees, tooling fees, marketing costs, consulting fees, traveling expenses, any costs incurred on advertising or any costs incurred for time devoted to the development efforts of CybrBrush or (y) arising under or in connection with clause 5 (Compensation), all of which shall be considered null and void as of the date of this Agreement. SmellsLikeGreen and Choudhry shall, within

two (2) days after the date of this Agreement, provide reversal invoices for all invoices that have previously been sent to Factory 14 in connection with the JPDCA (the “*Reversal Invoices*”).

3. ***Account Transfers.*** Each of SmellsLikeGreen and/or Choudhry shall within two (2) business days following the date of this Agreement take all necessary action to transfer to Factory 14 each of the following accounts: Google Merchant Center, Instagram and all other social media accounts used in relation with the brand Outlery, Klaviyo and the complete content library of Outlery (collectively, the “*Accounts*”), which actions shall include, as applicable, (a) obtaining any necessary consents from any third parties, (b) providing account access credentials and passwords to Factory 14, (c) assisting Factory 14 with any applicable account verification process, and (d) any other necessary actions. Razor shall, within one (1) business day after confirming to Razor’s satisfaction that the transfer of all of the Accounts and the issuance of the Reversal Invoices (the “*Account Transfers*”) has been completed, will confirm the same in writing to SmellsLikeGreen and/or Choudhry.

4. ***Effective Date.*** The IP Transfer described in clause 1 above shall be effected by an Intellectual Property Transfer Agreement which shall be executed and delivered by the Parties on, and shall become effective on, the date that Factory 14 confirms completion of the Account Transfers in writing to SmellsLikeGreen and/or Choudhry (the “*Effective Date*”).

5. ***Entire Agreement; Conflicting Terms; Modification.*** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes all prior discussions and/or agreements in conflict between the Parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless signed in writing by the Party to be charged.

6. ***Recitals.*** The Recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.

7. ***Governing Law.*** This Agreement, and any dispute arising out of, relating to, or in connection with this Agreement, shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or of any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

8. ***Benefit.*** Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties to this Agreement or their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

9. ***Severability.*** If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall nonetheless be enforceable according to their terms.

10. ***Counterparts.*** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this IP Assignment and Termination Agreement on the date set forth above.

**SMELLSLIKEGREEN INC.**

DocuSigned by:  
Signature: SALMAN CHOUDHRY  
99D3E9F7DF634E8...

Name: Salman Choudhry

Title: Director

Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

**FACTORY 14 UK ACQUISITION II LTD**

DocuSigned by:  
Signature: Christopher Gannon  
E297932E35574F0...

Name: \_\_\_\_\_

Title: Authorized Representative

Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

**SALMAN CHOUDHRY**

DocuSigned by:  
Signature: SALMAN CHOUDHRY  
99D3E9F7DF634E8...

Name: Salman Choudhry

Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made by and between **SALMAN CHOUDHRY**, a national of Pakistan, residing at the address of 112FF, Phase 4, DHA, Lahore, Pakistan, ("Assignee") and **Factory 14 UK Acquisitions I Ltd**, a limited liability company incorporated under the laws of England and Wales, with the registered address of 11 Laura Place, Bath, BA2 4BL, United Kingdom (the "Assignor").

WHEREAS, Assignee, Assignor, and SMELLSLIKEGREEN INC. are parties to that certain IP Assignment and Termination Agreement, dated as of September 1, 2022 (the "Agreement").

WHEREAS, under the terms of the Agreement, Assignor has agreed to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment for recording with Governmental Authorities, including, but not limited to, the US Patent and Trademark Office.

WHEREAS, in connection with the consummation of the transactions contemplated by the Agreement, Assignor hereby desires to convey, transfer, and assign to Assignee all of Assignor's right, title, and interest in, to, and under all of the Assigned IP (as hereinafter defined), and Assignee hereby desires accept from Assignor all of Assignor's right, title, and interest in, to, and under all of the Assigned IP.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. In consideration for the execution of the Agreement, the payment of the consideration stipulated in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the following (collectively, the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Assignee's own name;

(b) the trademark registrations and applications set forth on Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof, provided, that with respect to the United States intent-to-use trademark applications, if any, set forth on Schedule 2 hereto;

(c) all copyrights, including, without limitation, the copyrights set forth on Schedule 3 hereto;

(d) the domain names set forth in Schedule 4 hereto.

2. Effective Date. This IP Assignment shall become effective on the date that Factory 14 confirms completion of the Account Transfers in writing to SmellsLikeGreen and/or Choudhry (the "Effective Date").

3. Assignor's Use and Enjoyment. The rights, title and interest assigned under Section 1 above

shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment had not been made.

4. Remainder of Intellectual Property. Assignor hereby declares that, as to any of the assets, rights or interests intended to be included in the Assigned IP hereby conveyed, the title to which may not have passed to the Assignee by virtue of this Assignment or any transfer or assignment which may from time to time be executed and delivered pursuant to the provisions hereof, Assignor holds such assets, rights or interests in trust for the benefit of the Assignee to transfer and assign the same as the Assignee may from time to time direct. Assignor shall hold such asset or other right for the exclusive benefit of the Assignee and shall take any and all action with respect thereto as the Assignee may reasonably direct for the Assignee's account and benefit.

5. Recordation. Assignor authorizes the US Patent and Trademark Office, the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials to record and register this IP Assignment upon request by Assignee.

6. Cooperation. Assignor agrees to perform all commercially reasonable acts deemed necessary or desirable by the Assignee to permit and assist the Assignee, at the Assignee's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Assigned IP, to be assigned, or licensed to the Assignee under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, trademark, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, trademark, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Assigned IP. In the event that the Assignee is unable for any reason to secure Assignor's signature(s) to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, trademark, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Assigned IP (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations of such Assigned IP), Assignor hereby irrevocably designates and appoints the Assignee and the Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Assigned IP, all with the same legal force and effect as if executed by Assignor.

7. Terms of the Agreement. The terms of the Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the terms of the 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 Agreement and the terms hereof, the terms of the Agreement shall govern.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

10. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signature Page Follows]

The parties hereto are signing this IP Assignment as of the date first set forth above.

**ASSIGNOR ---**

**FACTORY 14 UK ACQUISITION II LTD**

DocuSigned by:  
Signature: Christopher Gannon  
E207932E95574F0...

Name: \_\_\_\_\_

Title: Authorized Representative

**ASSIGNEE --**

Salman Choudhry.

DocuSigned by:  
Signature: SALMAN CHAUDHRY  
88D3E0F7D7F834E3...

Name: Salman Choudhry

**SCHEDULE 1**  
**PATENTS**

1. US design patent no. 29786635
2. US design patent no. 29794478
3. US patent no application no. 63210081

**SCHEDULE 2**  
**COPYRIGHTS**

None

**SCHEDULE 3**  
**TRADEMARKS**

1. US (pending) trademark no. 90698263 CYBERBRUSH
2. UK trademark no. UK00003634832 CYBERBRUSH
3. EUTM no. 18463310 CYBR
4. EUTM application no. 18627191 CYBRBRUSH
5. Australian trademark no. 2175079 CYBERBRUSH
6. Chinese trademark no. 56779580 CYBERBRUSH

**SCHEDULE 4**  
**DOMAIN NAMES**

1. cybrbrush.com
2. brushresponsibly.com
3. cybertoothbrush.com

