

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7717911

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ISLAND SKY CORPORATION	12/20/2019
RECEIVING PARTY DATA		
Name:	SKYWATER INTERNATIONAL, LLC	
Street Address:	301 DEPOT STREET	
City:	DAVIDSON	
State/Country:	NORTH CAROLINA	
Postal Code:	28036	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7121101
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:	17134263923	
Email:	uspto@rameyfirm.com	
Correspondent Name:	RAMEY LLP	
Address Line 1:	5020 MONTROSE BLVD. SUITE 800	
Address Line 4:	HOUSTON, TEXAS 77006	
ATTORNEY DOCKET NUMBER:	20197.0000.GEN00	
NAME OF SUBMITTER:	JACOB B. HENRY	
SIGNATURE:	/Jacob B. Henry - event/	
DATE SIGNED:	12/29/2022	
Total Attachments: 5		
source=2019-12-20 - IP Assignment with Schedule#page1.tif		
source=2019-12-20 - IP Assignment with Schedule#page2.tif		
source=2019-12-20 - IP Assignment with Schedule#page3.tif		
source=2019-12-20 - IP Assignment with Schedule#page4.tif		
source=2019-12-20 - IP Assignment with Schedule#page5.tif		

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made and entered into on December 20, 2019, by and between **SKYWATER INTERNATIONAL, LLC**, a Delaware limited liability company ("**Assignee**") and **ISLAND SKY CORPORATION**, a Florida corporation ("**Assignor**").

WHEREAS, Assignor owns certain patents and trademarks, as more particularly described on the attached **IP Schedule** (collectively, the "**IP**");

WHEREAS, Assignee wishes to acquire any and all rights that Assignor may have in and to the IP and any registrations relating thereto, together with the goodwill of the business in connection with which the IP are used and which is symbolized by such IP, along with the right to recover for damages and profits for infringements thereof; and

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement of even date herewith ("**Asset Purchase Agreement**"), in which, among other things, Assignor agreed to assign, sell and transfer all of its rights in the IP to Assignee.

THEREFORE, in consideration of and in exchange for the consideration set forth in the Asset Purchase Agreement, including the Purchase Price (as defined in the Asset Purchase Agreement) the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby irrevocably assign, sell, transfer and deliver to Assignee, its successors and assigns, its entire right, title and interest in and to: (a) the IP, and any registrations and renewals thereof, (b) all goodwill symbolized by and associated with the business conducted under such IP and any part thereof, and (c) all income, royalties, judgments and payments now or hereafter due to Assignor or payable in respect of any causes of action, whether in law or in equity, for past, present or future infringement based on said IP, which have been or could have been asserted by Assignor.

2. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to: (a) vest all Assignor's right, title, and interest in and to the IP in the Assignee, and (b) provide evidence to support Assignee's rights in the IP.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment as of the date set forth above.

ASSIGNEE:

SKYWATER INTERNATIONAL, LLC

By: EnvirogenX LLC, Manager

By: Jason Dibble
Jason Dibble, Managing Member

ASSIGNOR:

ISLAND SKY CORPORATION



Richard Groden, CEO

IP SCHEDULE

To

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

PATENT

REEL: 062236 FRAME: 0056

Island Sky IP

US PATENTS

<u>Patent No.</u>	<u>Country</u>	<u>CW Ref.</u> <u>No.</u>
6343479	US	1482-5U
7121101	US	1482-6U

INT'L TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>CW Ref.</u> <u>No.</u>	<u>Mark</u>
1337854	Australia	1482- 13TAU	SKYWATER
1734114	India	1482- 13TIN	SKY WATER
1337853	Australia	1482- 18TAU	SKYWATER (Stylized Logo)
6950224	CTM (Europe)	1482- 8CTM	SKY-WATER

The two active Australian trademarks will lapse in early January 2020 if renewal is not made by then. The Indian and CTM (Europe) trademark registrations were renewed over the past few years, so they will be active for many years to come before they need to be renewed again.

US Trademarks

1. Skywater no logo: registration number 3,442,327 registered June 3, 2008: A combined declaration of incontestability per Section 15 and declaration of continued use per Section 8 was filed on May 30, 2014 and accepted June 14, 2014. A declaration of continuous use per Sec. 8 and renewal per Sec. 9 was filed on 5/14/2018. The next Section 8 declaration and Section 9 application for renewal is due to be filed between **6/3/2027 and 6/5/2028**.
2. Skywater w/logo: registration number 3,737,820 registered January 12, 2010: A combined declaration of incontestability per Section 15 and declaration of continued use per Section 8 was filed on December 22, 2015 and accepted February 29, 2016. A declaration of continuous use per Sec. 8 and application for renewal per Sec. 9 is due to be filed between **1/12/2019 and 1/12/2020**. We have until January 13, 2020, to do the

required filing without incurring an additional fee (the latest date the filing can be done, for an additional fee, is 6/13/2020).

3. Pure Water from Air: registration number 3,835,044 registered 8/17/2010: A declaration of continued use and renewal (Sections 8 and 15) were filed on July 27, 2016 and accepted on September 30, 2016. A declaration of continuous use per Sec. 8 and renewal per Sec. 9 is due to be filed between **8/17/2019 and 8/17/2020**.
4. Creating Water for Life: registration number 3,831,386 registered 8/10/2010: A combined declaration of incontestability per Section 15 and declaration of continued use per Section 8 were filed on July 28, 2016 and accepted November 1 after an Office Action was issued and responded to. A declaration of continuous use per Sec. 8 and renewal per Sec 9 is due to be filed between **8/10/2019 and 8/10/2020**.
5. Advanced Air to Water Technology: registration number 3,745,568 registered 2/2/2010: A declaration of continued use per Section 8 was filed on January 21, 2016 and accepted February 18, 2016 (No Section 15 filing was made because no declaration of incontestability is available for filings on the Supplemental Register such as this registration). A declaration of continuous use per Sec. 8 and renewal per Sec. 9 is due to be filed between **2/2/2019 and 2/2/2020**.