

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7773840

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
LUCIEN EDDISFORD		11/16/2022
RECEIVING PARTY DATA		
Name:	FOGCO ACQUISITION CO., LLC	
Street Address:	7975 E MCCLAIN DR STE 201	
City:	SCOTTSDALE	
State/Country:	ARIZONA	
Postal Code:	85260	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	8956111	
Patent Number:	D701747	
Patent Number:	D702531	
Patent Number:	D688279	
Patent Number:	D676472	
Patent Number:	D688278	
Patent Number:	D676473	
Patent Number:	D676474	
CORRESPONDENCE DATA		
Fax Number:	(480)655-9536	
<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:	480-655-0073	
Email:	patents@iplawusa.com	
Correspondent Name:	ALBERT L. SCHMEISER	
Address Line 1:	18 E. UNIVSERSITY DR., STE. 101	
Address Line 4:	MESA, ARIZONA 85201	
ATTORNEY DOCKET NUMBER:	01356.0001US01	
NAME OF SUBMITTER:	ALBERT L. SCHMEISER	
SIGNATURE:	/Albert L. Schmeiser/	

DATE SIGNED:	02/01/2023
Total Attachments: 4 source=Fogco_-_Snapfan 4. IP_Assignment_Agreement_4860-5888-1082_2#page1.tif source=Fogco_-_Snapfan 4. IP_Assignment_Agreement_4860-5888-1082_2#page2.tif source=Fogco_-_Snapfan 4. IP_Assignment_Agreement_4860-5888-1082_2#page3.tif source=Fogco_-_Snapfan 4. IP_Assignment_Agreement_4860-5888-1082_2#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Agreement**”), dated as of November 15, 2022, is made by and among SNAPFAN, LLC, a California limited liability company (“**Assignor**”), Lucien Eddisford, an individual (“**Owner**”), and Fogco Acquisition Co, LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, this Agreement is made pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”) dated as of the date hereof, by and between Assignee, Owner and Assignor (Owner and Assignor, the “**Assignor Parties**”). Any capitalized term used but not defined in this Agreement shall have the meaning set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, each Assignor Party has agreed to assign to Assignee, as part of the Acquired Assets, all of their right, title and interests in certain Intellectual Property, as defined in the Asset Purchase Agreement, of Seller (the “**Seller Intellectual Property**”).

AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Each Assignor Party hereby distributes, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby receives, acquires, takes possession and delivery of and accepts all of Assignor’s right, title, and interest in, to and under the Seller Intellectual Property set forth on Schedule 1 attached hereto, whether statutory or at common law, and all other registrations and applications therefor, together with the right to recover for past infringement, and the goodwill associated with such Seller Intellectual Property in the operation of the Business (collectively, the “**Assignment**”).

2. The Asset Purchase Agreement. This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth therein. Nothing contained in this Agreement shall be construed to supersede, limit, or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

3. Third-Party Consents. To the extent that the Seller Intellectual Property may not be assigned without the consent of any third party, and such consent has not been obtained as of the date hereof, this Agreement shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment and assumption of rights and obligations thereunder, with the conveying party making available to the acquiring party the benefits thereof and the acquiring party performing the obligations thereunder on the conveying party’s behalf.

4. Further Assurances. Each Assignor Party, and his, her, or its respective successors and assigns, hereby covenants and agrees that, at any time and from time to time on Assignee’s written request, each Assignor Party will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Assignee in order to assign, transfer, set over, convey, assure

and confirm unto and vest in Assignee, its successors and assigns, good and clear title and interest to the Seller Intellectual Property.

5. Purchase Agreement. This Agreement is subject to all the terms and conditions of the Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

6. Governing Law. This Agreement 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).

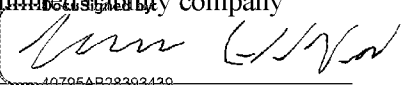
7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed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

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

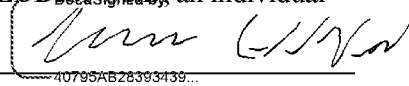
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR PARTIES:

SNAPFAN, LLC, a
California limited liability company

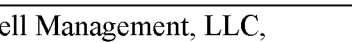
By: 
Name: Lucien Eddisford
Its: Chief Executive Officer

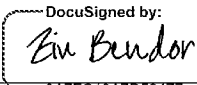
LUCIEN EDDISFORD, an individual

By: 
Name: Lucien Eddisford
Its: Chief Executive Officer

ASSIGNEE:

FOGCO ACQUISITION CO, LLC,
a Delaware limited liability company

By: 
an Arizona limited liability company,
its Manager

By: 
Name: Ziv Bendor
Its: Manager

[Signature Page to Intellectual Property Assignment Agreement]

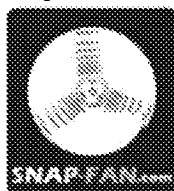
SCHEDULE 1

Assigned Seller Intellectual Property

Design & Utility Patents

Any/all marketing (digital, print or otherwise)

- Utility Patent #US8956111B2
- Snap-Fan.com Trademark word and logo Serial Number #85681687



- USPTO Trademark Serial Number #97267558 Green Fan Blades. The color(s) green is/are claimed as a feature of the mark. The mark consists of the color green as applied to substantially the entire surface of the goods. This trademark registration is intended to cover the categories of blades for fans; fan blades; replacement blades for fans.
- Design Patent Motor Mount #USD701747S1
- Design Patent Motor Mount #USD702531S1
- Design Patent Structural Stay #USD688279S1
- Design Patent Structural Stay #USD676472S1
- Design Patent Structural Stay #USD688278S1
- Design Patent Structural Stay #USD676473S1
- Design Patent Structural Stay #USD676474S1
- Web Domains: Snap-Fan.com, SnapFans.com, Snapfan.com
- Social Media Accounts: Instagram @snap_fan_ventilation, Facebook Snap-Fan, Twitter @snap_fan