

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8155181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTEGRATED DISPENSE SYSTEMS, LLC	09/26/2022
RECEIVING PARTY DATA	
Name:	WILD GOOSE CANNING TECHNOLOGIES, LLC
Street Address:	633 CTC BLVD., STE. 100
City:	LOUISVILLE
State/Country:	COLORADO
Postal Code:	80027
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10155650
Patent Number:	10662053
CORRESPONDENCE DATA	
Fax Number:	(202)628-5116
<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:	3123214200
Email:	usassignments@crowell.com, pnelles@crowell.com
Correspondent Name:	TREVOR K. COPELAND
Address Line 1:	CROWELL & MORING LLP
Address Line 2:	P.O. BOX 10395
Address Line 4:	CHICAGO, ILLINOIS 60610
ATTORNEY DOCKET NUMBER:	616005.5002537
NAME OF SUBMITTER:	TREVOR K. COPELAND
SIGNATURE:	/Trevor K. Copeland/
DATE SIGNED:	09/07/2023
Total Attachments: 5	
source=Integrated-WGC Assignment#page1.tif	
source=Integrated-WGC Assignment#page2.tif	
source=Integrated-WGC Assignment#page3.tif	
source=Integrated-WGC Assignment#page4.tif	

ANNEX 2

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Agreement”), is made as of September 26, 2022 (the “Effective Date”), by and among Integrated Dispense Systems, LLC, a Pennsylvania limited liability company having its corporate address at 7830 Steubenville Pike, Oakdale, PA 15071, Carlo Petermann, an individual residing in the State of New York (“Assignors”) and Wild Goose Canning Technologies, LLC, a Colorado limited liability company, having its corporate address at 633 CTC Blvd. Suite 100, Louisville, CO 80027 (“Assignee”).

WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”); and

WHEREAS, pursuant to, and subject to the terms of, the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor’s right, title and interest in and to, among other things, the Purchased IP, including the Intellectual Property set forth on Schedule A hereto.

AGREEMENT

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

1. Defined Terms. All capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such term in the Purchase Agreement.
2. Conveyance. In accordance with and subject to the provisions of the Purchase Agreement, Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires and accepts, free and clear of all liens, all of Assignor’s right, title and interest in and to the Purchased IP, including the Intellectual Property set forth on Schedule A hereto, together with: (i) all registrations and applications for registration thereof; (ii) any continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions and extensions thereof (as applicable); (iii) all goodwill symbolized by or associated with the foregoing (as applicable); (iv) all rights and remedies against past, present, and future infringement, misappropriation, or other violation thereof; and (v) all rights to causes of action, lawsuits, judgments, claims and demands of any nature, whether mature, contingent or otherwise, available to or being pursued by Assignor or any affiliate of Assignor or with respect to the ownership, use, function or value of any of the foregoing, whether arising by way of counterclaim or otherwise, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery (regardless of whether such rights are currently exercisable) (collectively, the “Assigned IP”).
3. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office (the “USPTO”) and the United States Copyright Office (the “USCO”), as

applicable, to issue any and all Assigned IP to Assignee. Assignor hereby requests the USPTO and the USCO, as applicable, to record Assignee as the assignee and owner of the Assigned IP. Assignee shall have the right to record this Agreement with all applicable Governmental Authorities and registrars, and any and all other documents required by such entities, so as to officially record and perfect its ownership of the Assigned IP.

4. Further Assurances. Assignor shall from time to time, at the request of Assignee, the USPTO or the USCO and without further expense to Assignee, execute and deliver such other instruments of conveyance, transfer (including powers of attorney) and release and other additional actions as Assignee, the USPTO or the USCO may reasonably request, in order to more effectively consummate the transactions contemplated hereby and to vest in Assignee good and marketable, valid and legal title to the Assigned IP free and clear all of liens, including assistance in the collection or reduction to possession of any such Assigned IP, and Assignor shall cooperate with Assignee as reasonably requested by Assignee in connection with Assignee's prosecution, maintenance and enforcement of the Assigned IP.

5. Entire Agreement and Modification. This Agreement and the schedule herein supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any letter of intent and any confidentiality agreement between Assignor and Assignee) and constitutes (along with the Purchase Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented or otherwise modified except by a written agreement executed by the parties.

6. Terms of the Agreement. All of the terms of the Purchase Agreement are incorporated herein by this reference. 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. This Agreement shall not enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release of any of the terms of the Purchase Agreement, including the representations, warranties, covenants and agreements set forth in the Purchase Agreement.

7. Indemnities. Nothing in this Agreement is intended to impair or alter the rights of any party hereto under the indemnification provisions set forth in Section 6 of the Purchase Agreement.

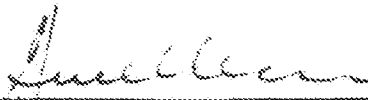
8. General Provisions. Sections 7.1 to 7.5, 7.7 to 7.12 and 7.14 of the Purchase Agreement are each hereby incorporated by reference mutatis mutandis.

[Signature page follows.]


IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Agreement as of the date first above written.

ASSIGNORS:

INTEGRATED DISPENSE SYSTEMS, LLC

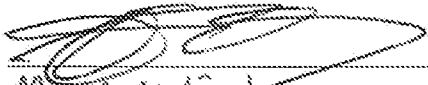
By: 
Name: Gregory C. Clarke
Title: President

CARLO PETERMANN



ASSIGNEE:

WILD GOOSE CANNING TECHNOLOGIES, LLC

By: 
Name: *Martin M. Lindsay*
Title: *Vice President, Treasurer and Secretary*

{Signature Page to Intellectual Property Assignment}

PATENT
REEL: 064832 FRAME: 0882

**Schedule A
Assigned IP**

ISSUED PATENTS AND PATENT APPLICATIONS

<u>TITLE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
Fluid Dispensing System	10155650	12/18/2018	Integrated Dispensing Systems, LLC
Fluid Dispensing System	10662053	5/26/2020	Integrated Dispensing Systems, LLC

DOMAIN NAMES

<u>DOMAIN NAME</u>	<u>EXPIRY DATE</u>	<u>OWNER NAME</u>
Beermonserver.com	6/5/2023	Registrant Name: Carlo Petermann Registrant Organization: Integrated Dispense Systems LLC
Beermonserver.net	6/5/2023	Registrant Name: Carlo Petermann Registrant Organization: Integrated Dispense Systems LLC
s-tap.com	6/5/2023	Registrant Name: Carlo Petermann Registrant Organization: Integrated Dispense Systems LLC
s-tap.net	6/5/2023	Registrant Name: Carlo Petermann Registrant Organization: Integrated Dispense Systems LLC