

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8242646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EKO BRANDS, LLC	09/20/2023
RECEIVING PARTY DATA	
Name:	UNIVERSAL COFFEE, LLC
Street Address:	16141 HERON AVENUE
City:	LA MIRADA
State/Country:	CALIFORNIA
Postal Code:	90638
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	8707855
Patent Number:	8561524
Patent Number:	10154751
Patent Number:	11534017
Patent Number:	11684198
Application Number:	18195903
Patent Number:	D677120
Patent Number:	D688095
Patent Number:	D927250
Application Number:	29772194
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:	2063813300
Email:	dolder@lowegrahamjones.com
Correspondent Name:	DAVID A. LOWE
Address Line 1:	1325 FOURTH AVENUE, SUITE 1130
Address Line 4:	SEATTLE, WASHINGTON 98101
ATTORNEY DOCKET NUMBER:	UCOF-5-0000 PAT

NAME OF SUBMITTER:	DAVID A. LOWE
SIGNATURE:	/David A. Lowe/
DATE SIGNED:	10/26/2023

Total Attachments: 19

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**INTELLECTUAL PROPERTY ASSIGNMENT AND DOMAIN NAME TRANSFER
AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND DOMAIN TRANSFER AGREEMENT (this “**Agreement**”), dated as of September 20, 2023 (the “**Effective Date**”), is made by and among **TURNINGPOINTE, LLC**, as receiver of and on behalf of (a) **ESPRESSO SUPPLY, INC.**, a Washington corporation, and (b) **EKO BRANDS, LLC**, a Washington limited liability company, each with a mailing address of 811 1st Ave, Suite 200, Seattle, Washington 98104 (each an “**Assignor**” or “**Seller**” and collectively, the “**Assignors**”), and **UNIVERSAL COFFEE, LLC**, a California limited liability company with a mailing address of 16141 Heron Ave., La Mirada, California 90638, and/or its permitted assigns (“**Assignee**” or “**Purchaser**” and, together with the **Seller**, the “**Parties**” or, individually, each a “**Party**”).

WITNESSETH:

WHEREAS, on March 31, 2022, Receiver was appointed as general receiver, pursuant to RCW 7.60, of Espresso Supply, Inc., a Washington corporation, and EKO Brands, LLC, a Washington limited liability company (together, the “**Company**”), by order of the King County Superior Court (the “**Court**”), Case No. 22-2-04598-1 SEA (the “**Receivership Case**”);

WHEREAS, this Agreement is delivered in connection with the Transaction contemplated in that certain Asset Purchase Agreement, dated as of the date hereof, by and between the Parties (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, convey, transfer, assign, contribute and/or deliver to Assignee, and Assignee has agreed to purchase from Assignor, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Assignor’s right, title and interest, as of the Closing, in and to the Purchased Assets, as the same are described in the Purchase Agreement, free and clear of Encumbrances;

WHEREAS, on September 18, 2023, the Court entered that certain Order Granting Receiver’s Amended Sale Order in the Receivership Case [Dkt. No. 119] approving the Purchase Agreement and the transactions contemplated thereby (the “**Sale Order**”);

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Intellectual Property and Licenses set forth on Schedules 5.3 to the Purchase Agreement, including, without limitation, (a) the internet domain names and social media accounts used in connection with the Company and the Business, and other proprietary rights associated therewith identified in Schedule A attached hereto (the “**Scheduled Domain Names**”); (b) the trademarks set forth in Schedule B attached hereto (collectively, the “**Scheduled Trademarks**”); and (c) the patents set forth in Schedule C attached hereto (collectively, the “**Scheduled Patents**”) (collectively, the “**Transferred IP**”); and

WHEREAS, the execution and delivery of this Agreement by the Parties hereto is contemplated by the Purchase Agreement and the Sale Order and it is a condition to the Closing of the Purchase Agreement that Assignor enter into this Assignment to transfer to Assignee the Transferred IP and the Purchased Assets.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and the Sale Order, and in accordance with the terms therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller, intending to be legally bound, hereby agree as follows:

1. Recitals: Purchase Agreement and Sale Order Control. This Agreement is subject to all terms and conditions of the Purchase Agreement, which are hereby incorporated by reference. The recitals set forth above are true and correct and incorporated herein by this reference. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, defeat, limit, impair, expand, exceed, enlarge or affect the provisions set forth in, or any Person's rights, remedies or obligations under, the Purchase Agreement or the Sale Order. Notwithstanding anything contained herein to the contrary, to the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, then the Purchase Agreement or the Sale Order, as the case may be, shall control. Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Purchase Agreement, or the Sale Order, as applicable.

2. Transfer and Assignment of Rights in Domain Names. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) all right, title, and interest of Assignor in and to the Scheduled Domain Names together with any and all trademark and service mark rights and the goodwill associated therewith, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries; and

(b) the right of Assignor to sue and collect damages and/or profits for both past and present causes of action related to the Scheduled Domain Names.

3. Assignment of Trademarks. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) all right, title, and interest of Assignor in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as any trademark and service mark applications and registrations therefor, and the business to which such Scheduled Trademarks pertain, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries; and

(b) the right of Assignor to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks.

4. Assignment of Patents and/or Inventions. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

(a) all right, title and interest of Assignor in and to the Scheduled Patents together with (i) the right to make, use, offer for sale and sell the inventions disclosed therein and the know-how and trade secrets included in the Scheduled Patents, (ii) all continuations, divisions, and renewals of and substitutes for the Scheduled Patents, and in, to, and under any and all additional patents, registrations, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries, (iii) any reissue or reissues or extension or extensions of said patents, including but not limited to all patents, patent applications, and registrations therefor, and (iv) the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose; and

(b) the right of Assignor to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Patents.

5. Domain Name Access and Turnover. Within two (2) Business Days after the Closing Date, Assignor will provide Assignee with all necessary documents and/or instructions to effect the irrevocable transfer of all rights, title and interest in and to the Domain Names and/or the Unscheduled Domain Names and without limiting the foregoing, from Assignor to Assignee (e.g., enable the transfer with the Registrar by providing any necessary code to complete the transfer, such as, for example, Authorization Code (EPP Code) and providing any necessary account credentials desirable for effectuating such transfer, etc.) including, without limitation, copyright and trademark rights, and the goodwill associated with the every use of each Domain Names. Assignor will assist Assignee to complete the transfer of the registration of the Domain Names to Assignee on the books and records of the Registrar.

6. Communication of Facts. Assignor, for itself and its successors and assigns, does hereby covenant that Assignor will communicate to Assignee, or to its successors, assigns, or nominees, without further compensation to Assignor, all known facts respecting the Intellectual Property pertaining to the Business or any of the Purchased Assets, testify in any legal proceedings, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title, and interest in and to the Intellectual Property pertaining to the Business or any of the Purchased Assets and to obtain and enforce proper protection for the Intellectual Property pertaining to the Business or any of the Purchased Assets in any and all countries.

7. Litigation Expenses. Assignee, in its sole and absolute discretion, shall have the right to prosecute any and all lawsuits against any third parties for infringement of the rights of Assignee in the Transferred IP, including the right to collect past damages. Assignor shall cooperate fully with requests of Assignee in the prosecution of any such lawsuit or any other proceeding and agrees to join such suit, if necessary, and shall be reimbursed for its reasonable costs by Assignee. Except as otherwise provided herein or in the Purchase Agreement, each of Assignee and Assignor shall be responsible for payment of their own fees, costs and expenses incurred in connection with the transfer of the Transferred IP.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of the Parties hereto and their assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

9. Entire Agreement. This Agreement, together with the Purchase Agreement (and the Schedules and Exhibits thereto), and the Other Agreements delivered or to be delivered pursuant to the Purchase Agreement, and the Sale Order, contain or will contain the entire agreement among the Parties hereto with respect to the Transaction contemplated herein and therein and supersede all previous oral and written agreements. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the Parties hereto.

10. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington, without giving effect to its conflicts of laws provisions. All Parties consent to the personal and subject matter jurisdiction, and exclusive venue, of the Court located in King County, Washington with respect to any dispute arising out of or related to this Agreement. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

11. Further Assurances. Upon request by Assignee, Assignor shall execute and deliver, at Assignee's reasonable expense, such further conveyance instruments and take such further actions as

Assignee may reasonably request to evidence more fully the transfer of ownership of all right, title and interest in and to the Transferred IP to Assignee or as may be necessary to carry out the purposes of this Agreement.

12. Miscellaneous. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be their original signatures for all purposes.

13. Counterparts; Effective Date; Facsimile or PDF Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be a single instrument, and shall be effective as of the date when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. This Agreement may be executed and delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg, or similar attachment to electronic mail (including any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., DocuSign or Dropbox Sign), each of which shall be deemed an original and shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in Person.

[Signature page follows]


Signature Page to Intellectual Property Assignment and Domain Name Transfer Agreement

IN WITNESS WHEREOF, the Parties have signed this Intellectual Property Assignment and Domain Name Transfer Agreement as of the date first written above.

SELLER/ASSIGNOR:

Espresso Supply, Inc., a Washington corporation
and
Eko Brands, LLC, a Washington limited liability
company

By: TurningPointe, LLC, the Court-appointed
general receiver for Espresso Supply, Inc. and
Eko Brands, LLC pursuant to the Order
Appointing Receiver entered by the Superior
Court for King County on March 31, 2022, in
proceeding no. 22-2-04598-1 SEA.

DocuSigned by:

By: _____
Name: Eric Camm
Title: Principal

PURCHASER/ASSIGNEE:

Universal Coffee, LLC,
a California limited liability company

By: 
Name: Adrian Rivera
Title: CEO

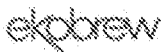
SCHEDULE A

DOMAIN NAMES

Domain Name
brewaway.com
brewurway.com
cremaware.com
ekobrew.com
espressosupply.com
espressosupply.net
espressosupply.org
expressosupply.com
wherevercoffeeis.com


SCHEDULE B**TRADEMARKS****A. EKO BRANDS, LLC****U.S. Trademarks**

Trademark	App. No./Reg. No.	Reg. Date
BREW YOUR WAY	RN: 5397022 SN: 86947728	February 6, 2018
BREW YOUR WAY and Design BREW YOUR WAY	RN: 5429022 SN: 87019494	March 20, 2018
BREW & SAVE	RN: 4644801 SN: 86253720	November 25, 2014
EKOBREW	RN: 5073356 SN: 87019435	November 1, 2016

Trademark	App. No./Reg. No.	Reg. Date
EKOBREW (Stylized) 	RN: 5073357 SN: 87019462	November 1, 2016

B. ESPRESSO SUPPLY, INC.

U.S. Trademarks

Trademark	App. No./Reg. No.
ESPRESSO SUPPLY and Design 	RN: 5121827 SN: 86718809
MENTOR	RN: 5629023 SN: 87618624
ESPRESSO SUPPLY	RN: 3614403 SN: 77217652

SCHEDULE C

PATENTS

I U.S. Patents and Patent Applications

Publ./Patent No.	Title	App. No.	App. Date	Publ/Issue Date
US8707855B2	Beverage Brewing Device	US13/467792	2012-05-09	2014-04-29
US8561524B2	Beverage Brewing Device	US13/666693	2012-11-01	2013-10-22
US10154751B2	Beverage Brewing Device	US14/205206	2014-03-11	2018-12-18
US11534017B2	Beverage Brewing Device	US16/178428	2018-11-01	2022-12-27
US11684198A1	Beverage Brewing Device	US16/835165	2020-03-30	2020-08-06
---	Beverage Brewing Device	US18/195903	2023-05-10	
USD677120S1	Beverage Brewing Device	US29/427382	2012-07-17	2013-03-05
USD688095S1	Beverage Brewing Device	US29/427383	2012-07-17	2013-08-20
USD927250S1	Reusable Filter Cartridge	US29/728997	2020-03-23	2021-08-10
-----	Reusable Filter Cartridge	US29/772194	2021-02-26	

II. Foreign Patents

Publ/Parent No.	Title	App. No.	App. Date
Canada 2776350C	Beverage Brewing Device	CA2776350	2012-05-09
	Reusable Filter Cartridge	CA3146549	2022-01-24
	Reusable Filter Cartridge	CA205925	2021-08-23
	Reusable Filter Cartridge	CA223654	2023-08-23
	Reusable Filter Cartridge	CA223655	2023-08-23

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR COUNTY OF KING

In re:

ESPRESSO SUPPLY, INC;
EKO BRANDS, LLC.

CASE NO: 22-2-04598-1

[proposed] ORDER APPOINTING
GENERAL RECEIVER

THIS MATTER having come before the Court on the Assignment for the Benefit of Creditors executed by Espresso Supply, Inc. and Eko Brands, LLC (collectively, "Debtors") and the accompanying petition for the appointment of general receiver ("Petition"); the Court having reviewed and considered the Petition; and the Court finding that (1) the Assignment for the Benefit of Creditors was validly executed pursuant to RCW 7.08.030, (2) that good and sufficient grounds exist for the appointment of a receiver, and (3) that the assignee, TurningPointe, LLC is qualified to serve as the general receiver of Debtors; and other good cause having been shown for the relief requested in the Petition, it is hereby;

ORDERED that the Petition is GRANTED in its entirety; and it is further

ORDERED that:

1 1. TurningPointe, LLC (“Receiver”) is appointed as a general receiver over the
2 substantively consolidated receivership estate of Debtors (the “Estate”), including all their assets
3 and property wherever located (the “Property”).

4 2. Debtors and their members, managers, partners, officers, shareholders, agents,
5 property managers, employees, representatives, trustees, beneficiaries, and attorneys are hereby
6 directed to cooperate fully with the Receiver in carrying out the Receiver’s duties. Without
7 limiting the foregoing, such persons and entities are required to do the following:

8 (a) Assist and cooperate fully with the Receiver in the administration of the
9 Property and business operations of the Estate and the discharge of the Receiver’s duties and
10 comply with all orders of the Court;

11 (b) Deliver to the Receiver all of the Debtors’ property relating to the business
12 that is in the person’s or entity’s possession, custody, or control; including, but not limited to, all
13 accounts, funds, books, papers, records, other documents, real property and personal property;
14 and

15 (c) Submit to examination by the Receiver, or by any other person, upon order
16 of this Court, under oath, concerning the Property or any matter relating to the Receiver’s
17 administration of the Property.

18 3. Within ten (10) court days following entry of this Order, the Receiver shall
19 execute and file with the Court either cash or a bond in the amount of \$5,000, with a surety
20 authorized by the Washington Commissioner of Insurance, to engage in suretyship in the state of
21 Washington, in favor of the Clerk of the King County Superior Court, on the condition that the
22 Receiver will faithfully discharge the duties of the receiver in this action and obey the orders of
23 the Court herein. The Receiver is authorized to pay any premium or other fee of the surety
24 providing such bond from the Property, as an expense of the Receiver.

1 4. The Receiver shall have exclusive possession and control over the Property, with
2 the power and authority to preserve, protect, and liquidate such Property and to distribute the
3 proceeds thereof to the party or parties legally entitled to them.

4 5. The Receiver hereby is vested with all powers afforded a receiver under the laws
5 of the State of Washington, including, but not limited to the power and authority to the following:

6 (a) To incur expenses, and to use cash generated by the Property to pay
7 expenses reasonable and necessary to the Receiver's preservation, use, and completion of any
8 other tasks at the Property and otherwise in the performance of the Receiver's duties;

9 (b) To perform all acts reasonable and necessary to the ordinary course in the
10 use of the Property, including, but not limited to, purchasing goods and services, making
11 payments to contractors, and incurring and paying expenses of the Property in the ordinary
12 course;

13 (c) To assert any rights, claims or interests relating to the Property, to
14 maintain in the Receiver's name or in the name of Debtors an action to enforce any right, claim
15 or interest of the Property; and to intervene in actions in which Debtors are a party for the purpose
16 of exercising the powers herein;

17 (d) To intervene in any action in which a claim is asserted against Debtors
18 relating to the Property for the purpose of prosecuting or defending the claim or requesting the
19 transfer of venue of such an action to this Court;

20 (e) To assert rights, claims, or causes of action of the Receiver arising out of
21 transactions to which the Receiver is a participant;

22 (f) To seek and obtain advice or instruction from the Court with respect to
23 any course of action with respect to which the Receiver is uncertain in the exercise of the
24 Receiver's powers, or the discharge of the Receiver's duties;

25 (g) To obtain appraisals with respect to Property;
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1 (h) To sell the Property, either in its entirety or not; provided that such
2 authority is conditioned upon the Receiver filing a motion to approve such sale pursuant to RCW
3 7.60.260 with notice of such motion shortened to ten (10) days inclusive of mailing and limited
4 to all parties requesting special notice of this proceeding, the Debtors, and any party that has a
5 recorded UCC lien against the Property. The Receiver's sale of the Property (or any portion
6 thereof) shall be free and clear of all liens, claims, encumbrances and rights of redemption,
7 whether or not the sale will generate proceeds sufficient to fully satisfy all claims secured by
8 such Property;

9 (i) To obtain unsecured credit and incur unsecured debt in the ordinary course
10 of business as an administrative expense of the Estate without further order of the Court;

11 (j) To compel, by subpoena, any person to submit to an examination, under
12 oath, in the manner of a deposition in a civil case with respect to the Property or any other matter
13 that might affect the administration of the Estate;

14 6. The Receiver may acquire, keep, or renew all intellectual property, governmental
15 licenses, permits, or other authorizations, either in the Receiver's name or in the name of Debtors,
16 pertaining to the Estate or any business associated therewith and to do all other things necessary
17 or appropriate to maintain and protect the Estate.

18 7. All funds received by the Receiver that are related to the Property shall be first
19 used to pay expenses necessary for the preservation and maintenance of the Property, including
20 the fees and costs of the Receiver and his professionals.

21 8. The Receiver shall file with the Court and provide to any person or entity that
22 requests copies of pleadings and information filed in this proceeding, including copies of all
23 reports required by statute, unless otherwise ordered by the Court.

24 9. Subject to the qualifications contained in this Order, the Receiver in the
25 performance of its duties, may employ such persons or entities as the Receiver deems reasonable
26 and appropriate, in connection with the completion of the sale of the Property. All such persons

1 or entities shall be subject to the management and direction of the Receiver during their
2 employment. The Receiver shall be free at all times to terminate such employment.

3 10. If the Receiver wishes to employ attorneys, accountants or other professionals
4 reasonable and necessary to the Receiver's duties, the Receiver shall file a Motion seeking Court
5 approval of such employment under RCW 7.60.180, except as otherwise contained herein.
6 Notwithstanding the above, the Receiver may continue the employment of any attorneys or other
7 professionals who provided services to Debtors on the same terms and conditions as before the
8 entry of this Order without the need for additional Court approval.

9 11. The Receiver's fees shall be based upon an hourly rate of \$350.00 per hour for
10 Mr. Camm and between \$175-\$225.00 per hour for the other TurningPointe, LLC professionals
11 plus reasonable costs and expenses. The law firm of Cairncross & Hempelmann is hereby
12 appointed as counsel for the Receiver pursuant to RCW 7.60.180 to act as attorneys for the
13 Receiver and shall be paid for all such services at their regular hourly rates of any attorneys and
14 paralegals of the firm subject to the provisions of this Order. Attorney Aditi Paranjpye, whose
15 current hourly rate for this matter is \$435, shall be the primary attorney for this matter.

16 12. The Receiver and its professionals may apply to be compensated for fees and
17 reimbursement of expenses on an interim and final basis. In support of any such application, the
18 Receiver shall file an itemized billing statement with the Court stating the time spent, the work
19 performed, billing rates requested, and a detailed list of expenses for which reimbursement is
20 being sought. The applicant shall serve a copy of such supporting information on any person or
21 entity that requests copies of pleadings and information filed in this proceeding. Those materials
22 shall be accompanied by a notice indicating that unless objections to the proposed application is
23 filed with the Court within ten (10) court days, the Receiver may make the payments requested
24 in the notice. To the extent the Receiver's fees and costs are attributable to the maintenance,
25 safekeeping and disposal/sale of any specific property, it shall be paid first out of the proceeds
26

1 of such property. If an objection is filed to the proposed compensation, the applicant may request
2 that the Court hold a hearing on the objection on five days' notice to the objecting party.

3 13. The Receiver is entitled to all defenses and immunities provided by law of this
4 State for an act or omission within the scope of the Receiver's appointment. Except as otherwise
5 provided by RCW 7.60.170, the Receiver shall have no personal liability to any creditors of the
6 Estate for any loss or damage resulting from the Receiver's performance of the duties imposed
7 by this Order, or resulting from the Receiver's authorized operation of Debtors' or the Estate's
8 business, except to the extent that such loss or damage was caused by fraud, recklessness or gross
9 negligence on the part of the Receiver, or by acts intended by the Receiver to cause loss or
10 damage to the specific claimant.

11 14. The Receiver shall have a first priority lien against the Property, to secure the
12 payment of any of the Receiver's costs, expenses and professional fees identified in RCW
13 7.60.230(1)(a) and (b), as approved by the Court. The Receiver shall serve notice of this Order
14 upon all known creditors of the Debtors pursuant to RCW 7.60.200, which will establish a claims
15 bar date pursuant to RCW 7.60.210; and in addition, a copy of this Order on all secured creditors
16 of record. Any secured creditor that fails to seek the removal of the Receiver, vacatur of this
17 Order, dismissal of this receivership, or relief from the automatic stay provided by RCW 7.60.110
18 with respect to its collateral within twenty (20) days following service of this Order shall be
19 deemed to have consented to this Order and the receivership for purposes of RCW
20 7.60.230(1)(b).

21 15. The Receiver, and other parties who assert that they hold a lien on or security
22 interest in any specific Property, may stipulate to the amount and priority of such lien or security
23 interest, and, on prior notice to all parties to this action and upon the approval of the Court, such
24 agreements shall govern distributions of such Property or the proceeds thereof by the Receiver.

1 16. Subject to the other terms of this Order, the Receiver can make reasonable and
2 necessary expenditures from available cash from operation of the Property without further order
3 of the Court.

4 17. Upon entry of this Order, the Receiver is directed to deposit all funds on hand, all
5 funds collected by the Receiver, and any proceeds of the sale of the Property into a trust account
6 maintained by the Receiver. To the extent the Receiver deems it necessary or appropriate, the
7 Receiver may segregate in one or more separate accounts the proceeds from the sale or other
8 disposition of any specific Property if there is any dispute or disagreement as to the relative
9 priorities of any liens on or security interests in such Property pending resolution of such dispute
10 or disagreement by and among the Receiver and the other parties asserting liens or security
11 interests therein or by further Order of this Court. Upon entry of this Order, all financial
12 institutions, property managers or entities having funds of Debtors in their possession are hereby
13 directed to turn such funds over to the Receiver.

14 18. Any act of the Receiver requiring Court approval shall be served on any person
15 who has filed and served a written notice of appearance in this case on the Receiver.

16 19. The Receiver may apply, at any time, for further or additional instructions, for
17 modifications of this Order, for further powers necessary to enable the Receiver to properly
18 perform its duties, for a termination of the Receiver's appointment, or for other relief.

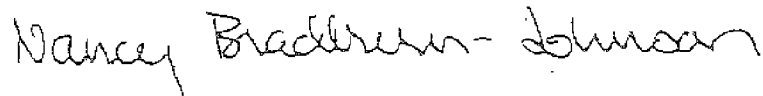
19 20. The Court under its power in RCW 7.60.055 has determined that continuance of
20 all aspects of the receivership stay throughout the entirety of the receivership is in the best
21 interests of the orderly administration of the Estate. Therefore, the stay imposed by RCW
22 7.60.110 shall remain in full force and effect until: (1) the termination of the receivership; or (2)
23 entry of an order terminating the stay in respect to any party in interest upon a motion of that
24 party notwithstanding the provisions of RCW 7.60.110 addressing the termination of the stay.

25 21. Nothing herein shall preclude any party from asserting claims in this proceeding
26 and, except as specifically provided for herein, all defenses to such claims are reserved.

King County Superior Court
Judicial Electronic Signature Page

Case Number: 22-2-04598-1
Case Title: In re ESPRESSO SUPPLY, INC. and EKO BRANDS vs
Document Title: Order

Signed By: Nancy Bradburn-Johnson
Date: March 31, 2022



Pro Tem Commissioner: Nancy Bradburn-Johnson

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 880853BF674848E7A0CE54EB9ED90439A7F49A6D
Certificate effective date: 5/13/2021 12:53:25 PM
Certificate expiry date: 5/13/2026 12:53:25 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Nancy Bradburn-Johnson:
yrPx2SJ16hG1ugMv/CyjcQ=="

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