

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8283607

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|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | SPLIT PEAK LLC | 05/18/2023 |
| RECEIVING PARTY DATA | | |
| Name: | ERGODE INC | |
| Street Address: | 14932 KUYKENDAHL RD | |
| City: | HOUSTON | |
| State/Country: | TEXAS | |
| Postal Code: | 77090 | |
| PROPERTY NUMBERS Total: 3 | | |
| Property Type | Number | |
| Application Number: | 12467205 | |
| Application Number: | 17162692 | |
| Application Number: | 29395518 | |
| 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: | 646-971-0685 | |
| Email: | uspto@bochner.law | |
| Correspondent Name: | ERIK DYKEMA | |
| Address Line 1: | 1040 AVENUE OF THE AMERICAS | |
| Address Line 2: | 15TH FLOOR | |
| Address Line 4: | NEW YORK, NEW YORK 10018 | |
| NAME OF SUBMITTER: | ERIK DYKEMA | |
| SIGNATURE: | /ERIK DYKEMA/ | |
| DATE SIGNED: | 11/17/2023 | |
| | This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 3 | | |
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| source=Split_Peak_Assignment#page2.tif | | |
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Exhibit D

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of, is made by (Seller) Split Peak LLC ("Assignor"), in favor of Ergode Inc, a Corporation registered in Texas US-77090 ("Assignee"), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee and Assignor dated as of (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:


1. Assignment. For 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 and to the following (the "Assigned IP"):

(i) the trademark registration set forth on Schedule1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(ii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(iv) any and all claims and causes of action, with respect to any of the foregoing, whether accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past (till the date of closing) infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Seller Initials 

Buyer Initials Rakesh Sanghani

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2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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 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.

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

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of ~~Texas~~ ^{Florida}, without giving effect to any choice or conflict of law provision or rule (whether of the State of ~~Texas~~ ^{Florida} or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

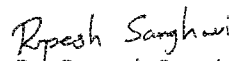
Authorized Signatory


By: Brandon Bernardo

Title: President

Split Peak LLC dba The Clean
Hydration Co

Authorized Signatory


By: Rupesh Sanghavi

Title: Director

Ergode Inc

Seller Initials



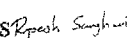
Buyer Initials 

Exhibit A

Asset Transfer List

Assets of Split Peak LLC (Dba the Clean Hydration Co)

• **Utility Patents**

Hydration Bottle - US20100288723A1

Top Closure Assembly and Drinking Bottles Including the Same – US11511916B1

• **Design Patents**

Square Bottle - USD668913S1

• **Trademarks**

Clean Bottle - Serial #

88746062 Clean Bottle -

Serial # 85036383

Square by Clean Bottle - Serial # 85742654

• **Tooling**

Sport 23 – Taiwan

<https://www.cleanbottle.com/products/sport-23>

Sport 20 – Taiwan

<https://www.cleanbottle.com/products/sport-20>

Canteen 17 – China

<https://www.cleanbottle.com/products/canteen-17>

Tumbler 20 – China

<https://www.cleanbottle.com/products/tumbler-21>


Mug 12 – China

<https://www.cleanbottle.com/products/clean-mug>

Square – China

<https://www.cleanbottle.com/products/square-w-clean-technology>

Original Clean Bottle – Lost to supplier bankruptcy (USA)

Seller Initials 

Buyer Initials Rupesh Singhani

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RECORDED: 11/17/2023

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