508357545 01/26/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8404731

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TEAM INTERNATIONAL GROUP OF AMERICA, INC.	01/08/2024

RECEIVING PARTY DATA

Name:	GREENFIELD WORLD TRADE, INC.		
Street Address:	3355 ENTERPRISE AVENUE		
City:	FORT LAUDERDALE		
State/Country:	FLORIDA		
Postal Code:	33331		

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	63534179
Patent Number:	D953793
Patent Number:	D924615
Patent Number:	11175048
Patent Number:	10575679
Patent Number:	D859909
Patent Number:	D831404
Patent Number:	10499770
Patent Number:	9770132

CORRESPONDENCE DATA

Fax Number: (419)241-6894

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.

Phone: 4192419000

Email: hpeppard@shumaker.com

Correspondent Name: SHUMAKER LOOP & KENDRICK

Address Line 1: 1000 JACKSON STREET Address Line 4: TOLEDO, OHIO 43604

NAME OF SUBMITTER:	MICHAEL E. DOCKINS
SIGNATURE:	/Michael E. Dockins/

PATENT 508357545 REEL: 066260 FRAME: 0514

DATE SIGNED:	01/26/2024				
Total Attachments: 7	Total Attachments: 7				
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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (this "<u>Agreement</u>") is made as of January 8, 2024, by and among Team International Group of America, Inc., a Florida corporation ("<u>TIGA</u>"), Kalorik, LLC, a Florida limited liability company ("<u>Kalorik</u>"), and Theodore Tzafaroglou, an individual, solely in his capacity as the appointed receiver, for, and on behalf of TIGA and Kalorik ("<u>Receiver</u>", and together with TIGA and Kalorik, "<u>Assignor</u>"), and Greenfield World Trade, Inc., a Florida corporation ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 8, 2024 (as such agreement may have been, or may from time to time be, amended, supplemented or otherwise modified, the "<u>Asset Purchase Agreement</u>"), by and among Assignor, Assignee and the other parties thereto; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign and convey to Assignee all of TIGA's and Kalorik's right, title and interest in, to and under the patents and patent applications set forth on Schedule A attached hereto, and the inventions and improvements disclosed in the aforesaid patents and patent applications, including, without limitation, all confirmations, divisions, renewals, extensions, reissues, continuations, continuations-in-part, substitutes, amendments and modifications (including reexamination amendments), certificates and utility models (all of the aforesaid patents, patent applications, inventions and improvements being hereinafter collectively referred to as the "Patents").

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions, and covenants contained herein and in the Asset Purchase Agreement, Assignor and Assignee hereby agree as follows:

- 1. <u>Undefined Terms</u>. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
- 2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successor and assigns, all of TIGA's and Kalorik's rights, title and interest in, to and under the Patents, in the United States and throughout the world, including without limitation, the right to apply for patents within or outside the United States based in whole or in part upon the Patents, all rights to collect royalties and proceeds in connection with such Patents that are or were due or payable after the Closing and all rights to petition, sue or otherwise seek and recover for any past, present or future infringement, improper, unlawful or unfair use or other violations of the Patents, the same to be held and enjoyed by Assignee as fully and entirely as said right, title and interest could have been enjoyed by TIGA or Kalorik, as applicable, had this sale, assignment, transfer, conveyance, and deliverance not been made.
- 3. **Recording**. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the "PTO") or other governing authority, and the parties hereby authorize the PTO or other such governing authority to record this Agreement.
- 4. <u>Further Assurances</u>. At and from time to time following the Closing, Assignor shall take such actions as required by Section 5.1(a) (*Further Assurances*) of the Asset Purchase Agreement in regard to this Agreement.

- 5. Asset Purchase Agreement. This Agreement is entered into in accordance with and is subject to all of the representations, warranties, covenants, limitations, exclusions, and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.
- 6. <u>Counterparts</u>; Facsimile Signatures. This Agreement may be executed and delivered in any number of counterparts (including by portable document format or .PDF attachment to email, or via electronic signature services such as Docusign.com), each of which shall be an original, but all of which together shall constitute one instrument.
- 7. Governing Law. All disputes, claims controversies and proceedings arising out of or relating to this Agreement, any other Transaction Document and/or any certificate delivered in connection herewith or therewith (including the negotiation, validity or performance hereof or thereof and the transactions contemplated hereby or thereby) shall be construed in accordance with and governed for all purposes by the internal substantive and procedural Laws of the State of Florida applicable to contracts executed and to be wholly performed within the State of Florida, without regard to its rules of conflict of Laws or any other rule or promulgation that could cause the Law of any state other than Florida to apply.

[Remainder of page left blank intentionally. Signature page follows.]

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

ASSIGNOR:

TEAM INTERNAT	IONAL GROUP OF
A ********	and the same of th

AMERIÇA, INC.

Name: Theodore Tzafaroglou

Title: Appointed Receiver, pursuant to the Agreed Order Appointing Receiver, filed on November 30, 2023, for and on behalf of Team International Group of America, Inc. and Kalorik, LLC

KALORIK, I

Name: Theodore Tzafaroglou

Title: Appointed Receiver, pursuant to the Agreed Order Appointing Receiver, filed on November 30, 2023, for and on behalf of Team International Group

of America, Inc. and Kalorik, LLC

SOLELY IN HIS CAPACITY AS APPOINTED RECEIVER:

THEODORE TZAFAROGLOU

Appointed Receiver, pursuant to the Agreed Order Appointing Receiver, filed on November 30, 2023, for and on behalf of Team International Group of America, Inc. and/Kalorik, LLC

By:

ASSIGNEE:

GREENFIELD WORLD TRADE, INC.

Name

Name: O. Neal Asbury

Title: Chief Executive Officer

[Signature Page to Patent Assignment Agreement]

ACKNOWLEDGED AND AGREED:

TEAM INTERNATIONAL GROUP OF AMERICA, INC.

Name: Uri Murad

Title: Chief Executive Officer

KALORIK, LLC

Name Uri Murad
Title: Chief Executive Officer

$\underline{Schedule\ A}$

Patents

Title	Appl. No.	Appl. Date	Patent No.	Issue Date	Jurisdiction	Status
Vivid Airfryer	63/534,179	8/23/2023			U.S.	Pending
French Door Oven	29/795,191	6/17/2021	D953,793	6/7/2022	U.S.	Granted
French Door Oven	29/715,055	11/27/2019	D924,615	7/13/2021	U.S.	Granted
Cooking Appliance	17/176,838	2/16/2021	11,175,048	11/16/2021	U.S.	Granted
Air or Deep Fryer	16/423,243	5/28/2019	10,575,679	3/3/2020	U.S.	Granted
Egg Cooking Tray	29/641,090	3/20/2018	D859,909	9/17/2019	U.S.	Granted
Countertop Cooking Appliance	29/624,769	11/3/2017	D831,404	10/23/2018	U.S.	Granted
Electric Fryer	15/712,229	9/22/2017	10,499,770	12/10/2019	U.S.	Granted
Electric Fryer	15/444,166	2/27/2017	9,770,132	9/26/2017	U.S.	Granted
Electric Fryer	602017003520	12/4/2017	602017003520	4/24/2019	Germany	Granted
Cooking Appliance	2021194002	8/31/2021			Europe	Pending
Electric Fryer	2017205117	12/4/2017	3329814	4/24/2019	Europe	Granted
Electric Fryer	2017205117	12/4/2017	2733815	12/3/2019	Spain	Granted
Countertop Cooking Utensils	201710384612.9	5/26/2017	108113501	5/22/2022	China	Granted
Multi-blade Immersion Stirrer	201811621259.2	12/28/2018			China	Pending
Egg Cooker Tray	201830182388.0	4/27/2018	304832901	9/28/2018	China	Granted
French Side Door Oven	202030005959.0	1/6/2020	306001682	8/21/2020	China	Granted
Cooking Equipment	202110232400.5	3/1/2021	113317691	8/31/2021	China	Granted
Surface Cleaning Appliance	202111423275.2	11/26/2021			China	Pending
Surface Cleaning Appliance	202122934001.1	11/26/2021	216417034	5/3/2022	China	Granted
Cooking Equipment and Electric Working Table Top Cooking Equipment	202123339633.X	12/28/2021	217365460	9/6/2022	China	Granted
Cooking Equipment	202211252131.X	3/1/2021			China	Pending
Egg Cooking Tray	180635	4/6/2018	180635	1/28/2019	Canada	Granted

Title	Appl. No.	Appl. Date	Patent No.	Issue Date	Jurisdiction	Status
Electric Fryer	2963647	4/10/2017	2963647	12/8/2020	Canada	Granted
Coffee Maker and Frother	3043824	5/21/2019			Canada	Pending

RECORDED: 01/26/2024