

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342170

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clovershield, Inc.		05/12/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Uecker & Associates, Inc.		
<b>Street Address:</b>	1613 Lyon Street, Suite A		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94115		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4511061	HERBALIZER	
<b>Registration Number:</b>	4511030	IVAPE	
<b>Serial Number:</b>	85405727		
<b>Registration Number:</b>	4593254	VAPORTHERAPY	
<b>Registration Number:</b>	4552526	H	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153297156		
<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>			
<b>Phone:</b>	415-655-3707		
<b>Email:</b>	steve@osbornmcdery.com		
<b>Correspondent Name:</b>	Stephen M. Osborn, Esq.		
<b>Address Line 1:</b>	333 Bush Street, Suite 2100		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>NAME OF SUBMITTER:</b>	Stephen M. Osborn		
<b>SIGNATURE:</b>	/Stephen M. Osborn/		
<b>DATE SIGNED:</b>	05/21/2015		
<b>Total Attachments: 12</b>			

OP \$140.00 4511061

source=Clovershield - Assignment for the Benefit of Creditors#page1.tif  
source=Clovershield - Assignment for the Benefit of Creditors#page2.tif  
source=Clovershield - Assignment for the Benefit of Creditors#page3.tif  
source=Clovershield - Assignment for the Benefit of Creditors#page4.tif  
source=Clovershield - Assignment for the Benefit of Creditors#page5.tif  
source=Clovershield - Assignment for the Benefit of Creditors#page6.tif  
source=Clovershield - Assignment for the Benefit of Creditors#page7.tif  
source=Clovershield - Assignment for the Benefit of Creditors#page8.tif  
source=Clovershield - Assignment for the Benefit of Creditors#page9.tif  
source=Clovershield - Assignment for the Benefit of Creditors#page10.tif  
source=Clovershield - Assignment for the Benefit of Creditors#page11.tif  
source=Clovershield - Assignment for the Benefit of Creditors#page12.tif

## ASSIGNMENT FOR THE BENEFIT OF CREDITORS

This Agreement (the "Agreement") and Assignment For the Benefit of Creditors (the "Assignment") is made by and between Clovershield, Inc. ("Assignor") and Uecker & Associates, Inc. (Assignee").

### RECITALS

1. Assignor has become indebted to various creditors in the course of operating its business.
2. Assignor desires to provide for the payment of those debts by a general assignment of all Assignment Property to Assignee for the benefit of all of Assignor's creditors without any preference or priority, except priorities that are established and permitted by law. Assignment Property, as used herein, means all property of Assignor of every kind and wherever situated, both real and personal, now held by Assignor which is transferable and not exempt from a money judgment. Notwithstanding the foregoing, the Assignment Property shall not include (1) assets of the Assignor's subsidiaries or affiliates and (2) real property or personal property leases of Assignor that prohibit assignment or condition assignment on consent of the lessor except to the extent such lease(s) are listed on Schedule B hereto.
3. Assignor's federal tax identification number is: 45-2935128.
4. Effective Date means the date of execution of this Agreement by the Assignor and Assignee or, if such execution dates differ, the Effective Date shall be the later date of those execution dates.

### ASSIGNMENT

1. In exchange for good and valid consideration including the covenants and agreements contained herein and the sum of \$1.00, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor hereby irrevocably assigns, transfers and conveys to Assignee and its successor and assigns, in trust, as Assignee for the benefit of Assignor's creditors, all Assignment Property. The Assignment Property includes, without limitation, all right, title and interest in all accounts receivable and notes owing to Assignor, all cash in banks and on hand, all choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor. This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute powers of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee. The Assignment Property does not include any right, title or interest in property that Assignor is not legally entitled to assign.
2. Assignor shall deliver possession of the Assignment Property to Assignee immediately on the Effective Date. Assignee shall take possession of all Assignment Property and the Assignment Property shall constitute the res of a trust administered by Assignee for the benefit of Assignor's creditors. Assignee shall convert all Assignment Property into money, or otherwise dispose of it, in the manner that it determines, in its sole discretion, will best generate

value for the Assignment net of any costs incurred. Assignor shall also collect debts and demands owing to and assigned to Assignee, in the manner that Assignee determines, in Assignee's sole discretion, will best generate value for the Assignment net of any costs incurred. Notwithstanding the foregoing, Assignee may abandon any Assignment Property if, in its sole discretion, Assignee determines that such property is of inconsequential value or that the likely cost of realizing value from such property would exceed the probable value thereof.

#### PAYMENT OF PROCEEDS

1. Out of the proceeds received, Assignee shall pay and discharge all claims in the following order:

(a) Reasonable expenses, costs and disbursements incurred or made in connection with the execution and administration of this assignment, including salary and compensation paid by Assignee to its employees, agents and/or attorneys. Such reasonable expenses, costs and disbursements shall include, but not be limited to, attorneys' fees and costs incurred by the Assignee in defending claims of creditors or other parties against the Assignee (whether individually or in its capacity as Assignee) that arise out of the Assignee's administration of this assignment.

(b) Claims entitled to preference under state or federal law;

(c) Such debts of the Assignor as are secured by the Assignment Property;

(d) The claims in full of all of Assignor's other creditors, provided, however, that if there are insufficient funds with which to pay all such creditors in full, Assignee shall pay the claims of such creditors pro rata with the exception of any pro rata payments which would be in an amount less than \$5.00 which the Assignee will not be required to issue;

(e) If there are proceeds remaining after the payments described above, Assignee shall pay shareholders pursuant to the provisions for payment thereof in the Assignor's corporate records, provided, however, that if there are insufficient funds with which to pay all such shareholders in full, Assignee shall pay the claims of such creditors pro rata with the exception of any pro rata payments which would be in an amount less than \$5.00 which the Assignee will not be required to issue; and

(f) The Assignee shall, after 180 days from the date of issuance, escheat any un-negotiated payments to the State of California, Controller's Office, Bureau of Unclaimed Property, P O Box 942850, Sacramento, California 94250-5843.

#### POWERS OF ASSIGNEE

1. In order fully to effectuate this Assignment and the trust created under it, Assignor irrevocably appoints Assignee attorney-in-fact, with power or substitution and revocation, and with complete authority to do anything necessary to carry out the terms of this Assignment and the trusts created by it, including: the authority to demand and to receive from any person all property, debts and demands belonging and owing to Assignor, and to give acquittances and discharges for the foregoing; to sue for, to prosecute, to defend and to

interplead on account of all of the forgoing property, debts and demands; to take any reasonable actions to preserve and protect all real and personal property assigned to the Assignee hereunder; to sign and to endorse the name of the Assignor on any check, draft, note or other instrument for the payment of money, and upon any instrument necessary to effectuate the purposes of the Assignment and the trusts created by it; and to execute, to acknowledge and to deliver all deeds, instruments and conveyances, receipts and releases necessary or proper for the execution of the trust created by this Assignment; to review, maintain and obtain such insurance covering the Assignment Property as Assignee determines in its sole discretion is appropriate; and to direct the United States Postal Department and/or a private mail handling service to forward all of the assignor's mail as Assignee shall determine to be appropriate. Assignor shall execute and deliver any instruments requested by Assignee that are requested by Assignee as reasonably necessary to carry out the intent and terms of this Assignment and Agreement.

2. Assignee is authorized to obtain a federal and State tax identification number separate and distinct from those of Assignor, as appropriate.

3. Notwithstanding any provisions set forth herein, Assignor shall remain and be solely responsible for all corporate duties and obligations, including but not limited to (i) the preparation and filing of any tax returns (ii) any dissolution, termination or winding down of Assignor or its business and (iii) the maintenance and storage of all corporate records relating to Assignor except records relating to claims submitted to Assignor for payment.

#### COMPENSATION OF ASSIGNEE

1. Assignor delivers to Assignee herewith the sum of \$25,000 in good and immediate funds. Said funds are transferred to assignee not for the benefit of Assignor's creditors, but rather as an initial deposit on account of fees and costs that will be earned and incurred by the assignee and counsel for assignee in connection with this Assignment and Agreement. Assignee will deposit said funds in its trust account, and is authorized to draw from said deposit Assignee's fees and costs as they are earned or incurred.

2. Assignee shall be paid its compensation and reimbursed its costs (i) from the deposit described above, and (ii) after the exhaustion of said deposit, from the Assignment Property.

3. Assignee shall seek compensation at its regular hourly rates charged for work performed and services delivered in connection with this Assignment and Agreement. A schedule setting forth Assignee's regular hourly rates is attached hereto as Schedule A. These hourly rates are subject to periodic review and modification. Assignee shall be reimbursed for all costs reasonably incurred by Assignee in connection with work performed and services delivered in connection with this Assignment and Agreement including, but not limited to, attorneys' fees and costs incurred by the Assignee in defending claims of creditors or other parties against the Assignee (whether individually or in its capacity as Assignee) that arise out of the Assignee's administration of this assignment.. Assignee shall produce invoices for Assignee's services and expenses incurred and shall immediately pay such invoices, with copies of invoices to be sent to Assignor for its information and records.

## MISCELLANEOUS

1. Assignee is authorized to employ counsel of its choice to represent Assignee in discharging its responsibilities as Assignee hereunder, and to compensate and to reimburse said counsel from the Assigned Property.

2. Assignor has made a diligent review of its assets and liabilities. Assignor has provided Assignee with all material information known to the Assignor regarding Assignor's business, the location and value of all of Assignor's material assets, has identified any known potential purchasers of such assets, and has identified all known material liabilities of the Assignor. Assignor represents and warrants that the information it has provided to Assignee is true, accurate, and complete and that Assignor has not failed to disclose any material information relevant to the administration of the Assignment.

3. Assignee has agreed to enter into this Agreement in reliance on the financial and other information provided to Assignee by Assignor. Prior to the execution of this Agreement, Assignee did not conduct, and was not obligated to conduct, any independent due diligence regarding Assignor's business, assets, liabilities, or the value of Assignor's business or assets.

4. Any contract, liability or obligation made by Assignee in connection with the administration of this Assignment or this Agreement shall not personally bind Assignee or any of its officers, agents or employees but shall obligate Assignee solely in its capacity as Assignee, whether or not the contract, liability or obligation specifically so provides.

5. Assignee may resign at any time by delivering to Assignor and its creditors (to the extent known by Assignee) a written notice of resignation. Such resignation shall be effective ten (10) days after notice is so provided and shall be effective regardless of whether a successor has agreed to replace Assignee.

6. This Assignment and Agreement shall be construed in conformance with the laws of the State of California.

7. The Assignor understands that pursuant to California Code of Civil Procedure Section 1802(c) the Assignor shall provide the Assignee at the time of making the assignment a list of creditors, equity holders and any other parties in interest, which shall include the names, addresses, city, state, zip code for each creditor with an amount of the claim in the assignment proceedings. This list shall include, but not be limited to, all of Assignor's employees, vendors, suppliers, subcontractors, landlords, lessors, holders of notes, parties to loan agreements or other contracts or instruments that are owed any amounts, whether such amounts are due immediately or in the future. The schedule is to be signed under penalty of perjury by the Assignor in the form of Exhibit A hereto.

8. The Assignor will provide a list of all accounts receivable along with name, address, city, state, zip code and amount owed along with copies of all necessary backup


documentation for the receivable. The schedule is to be signed under penalty of perjury by the Assignor in the form of Exhibit B hereto.

9. Both Assignor and Assignee have had the opportunity to review this Assignment and Agreement with counsel, and so neither Assignor nor Assignee shall be deemed the drafting party for the purpose of construing any ambiguity herein.

10. This Assignment and Agreement may be signed in counterparts.

11. Assignor waives the right to require Assignee to post a performance bond.

CLOVERSHIELD, INC.

By:   
Name: RIck LYONS  
Title: CEO

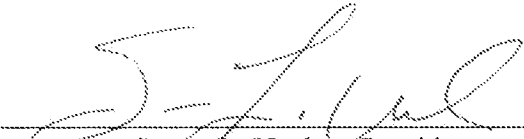
Date: April 17, 2015

Address: 2020 Columbia Street  
San Diego, CA 92101

ACCEPTANCE BY ASSIGNEE

1. Assignee accepts the trusts created by this Agreement and covenants with Assignor that Assignee shall faithfully and properly carry out the terms of the trust.

UECKER & ASSOCIATES, INC.

By:   
Susan L. Uecker, President  
4/17/15



SCHEDULE A  
ASSIGNMENT FOR THE BENEFIT OF CREDITORS

UECKER & ASSOCIATES, INC.  
BILLING RATES

Susan L. Uecker	\$350.00
Project and Accounting Managers	\$200.00
Bookkeeping	\$100.00
Clerical	\$ 50.00

Rates are subject to annual adjustment.

SCHEDULE B  
ASSIGNMENT FOR THE BENEFIT OF CREDITORS  
UECKER & ASSOCIATES, INC.

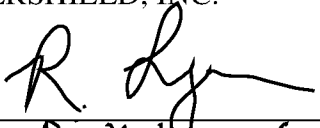
ASSIGNED LEASES

1. Sublease, as amended, by and between Clovershield, Inc. and Coastal California Funding Group, Inc., dated October 1, 2013.

EXHIBIT A

Under California Code of Civil Procedure § 1802(c) and penalty of perjury, the attached schedule of accounts payable and employee wage claims represents to the best of my knowledge and belief, a complete list of creditors, equity holders and any other parties in interest (including but not limited to pending lawsuits and prospective claims arising out of such lawsuits) and includes names, address, cities, states, and zip codes for each person together with the amount of the person's claim in the General Assignment proceedings. This list includes, but is not limited to, all of Assignor's employees, vendors, suppliers, subcontractors, landlords, lessors, holders of notes, parties to loan agreements or other contracts or instruments that are owed any amounts, whether such amounts are due immediately, or in the future.

CLOVERSHIELD, INC.

By:   
Name: RICK LYONS  
Title: CEO

Date: April 17, 2015

CLOVERSHIELD, INC.

**Accounts Payable**  
(as of April 15, 2015)

Name	Address	Amount of Claim
Joshua Young	2700 Claremont Dr., Bartlesville, OK 74006-7424	\$170,089.89
Robert Pratt	2401 Willow Dr., El Cajon, CA 92019	\$2,664.38
Russell Chapman	72 Clapboard Hill Rd., New Canaan, CT 06840	\$2,110.19
Kenneth S. Rubin and Gina R. Rubin Trust	4420 Hotel Circle Ct., #350, San Diego, CA 92108	\$101,779.45
Smith Young	16474 Creekview Drive, Parker, CO 80134	\$30,906.85
Charya Peou	5 Preston Beach Rd., Marblehead, MA 01945	\$4,049.86
Stephen Harmon and Marianne Harmon Revocable Trust dated 9/17/02 (promissory note issued on August 29, 2012)	PO Box 7271, Rancho Santa Fe, CA 92067	\$1,487,767.87
Stephen Harmon and Marianne Harmon Revocable Trust dated 9/17/02 (Line of Credit)	PO Box 7271, Rancho Santa Fe, CA 92067	\$275,771.73
Stephen Harmon and Marianne Harmon Revocable Trust dated 9/17/02 (secured promissory note issued on November 13, 2014)	PO Box 7271, Rancho Santa Fe, CA 92067	\$361,813.69
SunTrust	PO Box 79079, Baltimore, MD 21279-0079	\$245,000.00
Outsource Manufacturing Inc.	2460 Ash Street, Vista, CA 92081	\$69,438.24
Chase Auto Finance	PO Box 78101, Phoenix, AZ 85062-8101	\$10,781.19 <sup>1</sup>
Audi Financial Services	PO Box 5215, Carol Stream, IL 60197-5215	\$16,052.15 <sup>2</sup>
<b>Total</b>		<b>\$2,778,225.49</b>

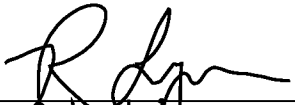
<sup>1</sup> As of March 31, 2015

<sup>2</sup> As of April 3, 2015.

EXHIBIT B

Under penalty of perjury, the attached schedule of accounts receivable represents to the best of my knowledge and belief, the complete list of debtors, and includes names, address, cities, states, and zip codes for each person together with the amount of that person's debt in the General Assignment proceedings.

CLOVERSHIELD, INC.

By:   
Name: RICK LYONS  
Title: CEO

Date: April 17, 2015

CLOVERSHIELD, INC.

Accounts Receivable  
(as of April 15, 2015)

None.

Notes Receivable  
(as of April 15, 2015)

Name	Address	Amount of Debt
Brian Edwards	PO Box 7161, Carmel, CA 93921	\$14,737.21
Sheila Hoyt	3701 Herman Ave., San Diego, CA 92107	\$27,507.14
<b>Total</b>		<b>\$42,244.35</b>

4820-4567-5811, v. 4