

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351711

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VitaCig, Inc.		02/07/2015	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stronghold Inc.		
<b>Street Address:</b>	2215-B RENAISSANCE DR		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89119		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>Name:</b>	VitaStik, LLC		
<b>Street Address:</b>	2215-B RENAISSANCE DR		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89119		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86474282	VITASTIK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(305) 921-9326		
<b>Email:</b>	rickruez@ruzlaw.com		
<b>Correspondent Name:</b>	Francis John Ciaramella, Esquire		
<b>Address Line 1:</b>	300 Sevilla Avenue Suite 309		
<b>Address Line 4:</b>	Coral Gables, FLORIDA 33134		
<b>ATTORNEY DOCKET NUMBER:</b>	ASSIGNMENT - VITASTIK		
<b>NAME OF SUBMITTER:</b>	Francis John Ciaramella, Esquire		
<b>SIGNATURE:</b>	/Francis J. Ciaramella/		

OP \$40.00 86474282

<b>DATE SIGNED:</b>	08/17/2015
---------------------	------------

**Total Attachments: 15**

- source=VitaStik Trademark Assignment Package#page1.tif
- source=VitaStik Trademark Assignment Package#page2.tif
- source=VitaStik Trademark Assignment Package#page3.tif
- source=VitaStik Trademark Assignment Package#page4.tif
- source=VitaStik Trademark Assignment Package#page5.tif
- source=VitaStik Trademark Assignment Package#page6.tif
- source=VitaStik Trademark Assignment Package#page7.tif
- source=VitaStik Trademark Assignment Package#page8.tif
- source=VitaStik Trademark Assignment Package#page9.tif
- source=VitaStik Trademark Assignment Package#page10.tif
- source=VitaStik Trademark Assignment Package#page11.tif
- source=VitaStik Trademark Assignment Package#page12.tif
- source=VitaStik Trademark Assignment Package#page13.tif
- source=VitaStik Trademark Assignment Package#page14.tif
- source=VitaStik Trademark Assignment Package#page15.tif

## Trademark & IP Assignment

From: Paul Rosenberg  
[Owner/Founder mCig, Inc. & VitaCig, Inc.]  
433 North Camden Drive, 6<sup>th</sup> Floor,  
Beverly Hills, CA, 90210

To: Al Santos  
[CEO of VitaCig, Inc., VitaStik LLC, StrongHold Inc.]  
433 North Camden Drive, 6<sup>th</sup> Floor,  
Beverly Hills, CA, 90210

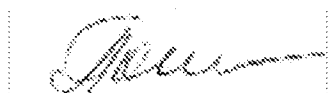
Date: [July 05<sup>th</sup>, 2015]

**Subject: Trademark Assignment**

---

Attached to this memorandum is a "Trademark & IP Assignment" Agreement outlining details to assign all of [VitaCig, Inc. & mCig, Inc.] right, title, interest, IP, Trade-Dress, Social Media, and interests in its Trademark (VitaStik®) to VitaStik LLC and StrongHold.

**VitaCig, Inc. hereby transfers its trademark "VitaStik®", IP, Social Media, associated with VitaStik formula, to StrongHold Inc.**



Sincerely,

Paul Rosenberg

Chief Executive Officer, mCig, Inc. Parent Company of VitaCig, Inc.

Date: February 7<sup>th</sup> 2015

From: VitaCig, Inc.  
[Paul Rosenberg Founder]  
433 N. Camden Drive, #600  
Beverly Hills, CA, 90210

To: [Al Santos, CEO of VitaCig, Inc. – and Director of VitaStik LLC]  
Attn: VitaStik LLC & StrongHold Inc.  
433 N. Camden Drive, #600  
Beverly Hills, CA, 90210

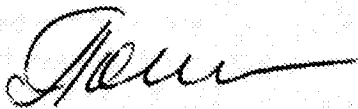
Subject: Memo of Trademark Assignment and its Agreements

Attached to this memorandum is a "Trademark Assignment" Agreement in order to assign all of [VitaStik®] right, title and interest in its Trademarks to its worldwide distributor / creator / founder / owner [StrongHold Inc], to be licensed to a controlling and sales entity to be titled [VitaStik LLC]. VitaStik LLC when established will act to control all rights conveyed for the VitaStik® Trademark and it's Trade Dress, controlled by StrongHold Inc.

The agreement embodies everything promised and agreed to for the consulting services lent to VitaCig, Inc. by StrongHold Inc in connection with its creation of the VitaStik brand, including any potential formulations, patents, and its global distribution. All rights of such matters to be irrevocably conveyed to StrongHold so it can freely pursue its own global distribution and business via its agreement with VitaStik LLC, a Nevada based LLC.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own legal counsel for accuracy.



Sincerely,

Paul Rosenberg

Chief Executive Officer, mCig, Inc. Parent Company of VitaCig, Inc.

## SCHEDULE B

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between [VitaCig, Inc.], a corporation formed in accordance with the laws of Nevada (the "Assignor"), and with [StrongHold Inc], a corporation formed in accordance with the laws of Nevada, (the "Assignee"). The effective date of this memorandum, once signed and filed, reflects the date of Memo, February 7<sup>th</sup> 2015,

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing an Intellectual Property Assignment Agreement to which this Assignment is referenced and attached;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks along with the Trade Dress associated with those Trademarks and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the "Trademarks") of {VitaStik}, together with the goodwill of the business and products connected with and symbolized by the Trademarks; and

WHEREAS the Assignor desires to convey, transfer, assign, and deliver to the Assignee all of its right, title, and interest in and to the Trademarks and Trade Dress in the (the "Trademarks") along with the Goodwill.

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, to help achievement their optimal use as a controlling entity via StrongHold and VitaStik LLC, a Nevada based LLC controlled by StrongHold Inc.

NOW, THEREFORE, for good and valuable consideration of mutual promises, the receipt and adequacy of which are acknowledged, the parties hereby intending to be legal bound, agree as set forth below.

Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee the entire right, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this assignment, transfer and conveyance not been made. Additionally assigned, transferred and conveyed are all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.

TRADEMARK

REEL: 005601 FRAME: 0088

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor, along with its current executives and all its future executives, appointees, associates, and shareholders agree to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks, along with any other IP rights, either now, or at any point in future perpetuity. Furthermore, Assignor appoints the Assignee with power of attorney to execute any necessary documents if necessary to further effect this assignment for the duration of the next (36) thirty-six months.

No share, interest, assignment, or other right to the Trademarks has been transferred, assigned, or granted to any other party except as disclosed to the Assignee in this Assignment which was first mutually verbally agreed to, and is now further reflected contractually within this agreement.

The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels, and designs associated with the Trademarks.

#### **General Provisions**

**Effect on Heirs & Successors :** This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment. All changes to this Assignment, including any waivers, must be in writing and signed by the party against whom compliance is sought. Also, if one party waives a promise or condition on one occasion, that doesn't mean that the promise or condition is automatically waived again.

**Waiver, Amendment, Modification :** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of that Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

**Severability :** If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any

5482 Wilshire Blvd LA CA 90032  
Address

ASSIGNEE

VitaStik. LLC & StrongHold Inc.

By: Al Santos



Title: Director & CEO

STATE OF : Nevada and California

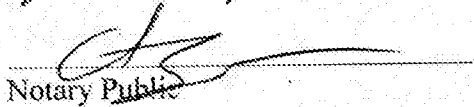
COUNTY OF : USA

On this 1 day of July, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared Alfred Santos known by me to be the person of the above name and an officer of VitaStik Inc / StrongHold VitaStik authorized to execute this Assignment on behalf of VitaStik Inc, and who signed and executed the foregoing instrument on behalf of VitaStik Inc / VitaStik / Stronghold

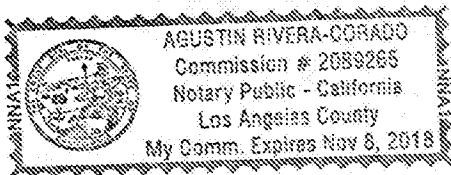
Given under my hand and seal of office this 1<sup>st</sup> day of July, 2015.

My commission expires: 11-08-18

Agustin Rivera-Corado

  
Notary Public

5482 Wilshire Blvd LA CA 90032  
Address



remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

Governing Law : This Assignment shall be governed by the laws of the State of California applicable to Assignments made and fully performed in California by California residents.

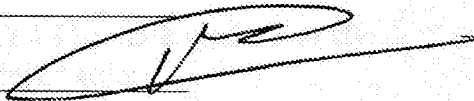
This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written on the attached memorandum after completion of the below signatory page.

ASSIGNOR

VitaCig, Inc.

By: Al Santos



Title: CEO

STATE OF : Nevada & California

COUNTY OF : USA

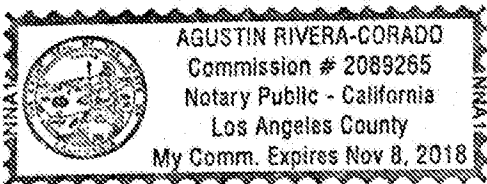
On this 1 day of July, 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared Al Santos, known by me to be the person of the above name [and an officer of VitaCig / Vitastick Holdings] authorized to execute this Assignment on behalf of [VitaCig Inc], and who signed and executed the foregoing instrument on behalf of Vitastick / Shway Holdings

Given under my hand and seal of office this 1<sup>st</sup> day of July, 2015.

My commission expires: 11-08-18

Agustin Rivera-Corado

CR  
Notary Public





**Exhibit 1**  
**Trademarks**

[List of Trademarks, including registration numbers and other identifiers, conveyed under this Assignment]

**Trademark/Service Mark Application, Principal Register**

**TEAS Plus Application**

**Serial Number: 86474282**

**Filing Date: 12/08/2014**

**\*MARK : VitaStik**

**\*STANDARD CHARACTERS : YES**

**USPTO-GENERATED IMAGE : YES**

**LITERAL ELEMENT : VitaStik**

**\*MARK STATEMENT : The mark consists of standard characters, without claim to any particular font, style, size, or color.**

**REGISTER : Principal**

**APPLICANT INFORMATION**

**\*OWNER OF MARK : VitaCig, Inc.**

**\*STREET : 433 North Camden Drive, 6th Floor**

**\*CITY : Beverly Hills**

**\*STATE (Required for U.S. applicants) : California**

**\*COUNTRY : United States**

**\*ZIP/POSTAL CODE (Required for U.S. applicants only) : 90210**

# VITACIG, INC

## Business Entity Information

Status:	Active	File Date:	1/22/2014
Type:	Domestic Corporation	Entity Number:	E0037322014-1
Qualifying State:	NV	List of Officers Due:	1/31/2016
Managed By:		Expiration Date:	
NV Business ID:	NV20141050126	Business License Exp:	1/31/2016

## Additional Information

Central Index Key:	
--------------------	--

## Registered Agent Information

Name:	INCORP SERVICES, INC.	Address 1:	2360 CORPORATE CIRCLE STE 400
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89074-7739
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

## Financial Information

No Par Share Count:	0	Capital Amount:	\$ 56,000.00
Par Share Count:	560,000,000.00	Par Share Value:	\$ 0.0001

## Officers

Include Inactive Officers

### President - ALFRED SANTOS

Address 1:	433 NORTH CAMDEN DRIVE, 6TH FLOOR	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90210	Country:	USA
Status:	Active	Email:	

### Secretary - ALFRED SANTOS

Address 1:	433 NORTH CAMDEN DRIVE, 6TH FLOOR	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90210	Country:	USA
Status:	Active	Email:	

# VITASTIK LLC

Business Entity Information			
Status:	Active	File Date:	07/01/2015
Type:	Domestic Limited-Liability Company	Entity Number:	E0321922015-9
Qualifying State:	NV	List of Officers Due:	07/31/2016
Managed By:	Managing Members	Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV20151404170	Business License Exp:	07/31/2016

Additional Information	
Central Index Key	Restricted LLC (YES if applicable) <b>YES</b>

Registered Agent Information			
Name:	A. SANTOS	Address 1:	2215-B RENAISSANCE DRIVE
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89119
Phone:		Fax:	
Mailing Address 1:	2215-B RENAISSANCE DRIVE	Mailing Address 2:	
Mailing City:	LAS VEGAS	Mailing State:	NV
Mailing Zip Code:	89119		
Agent Type:	Noncommercial Registered Agent		

[View all business entities under this registered agent \(\)](#)

Officers			
			<input type="checkbox"/> Include Inactive Officers
<b>Managing Member - ALFED M SANTOS III</b>			
Address 1:	433 N. CAMDEN DRIVE, SUITE #600	Address 2:	
City:	BEVERLY HILLS	State:	CA
Zip Code:	90210	Country:	USA
Status:	Active	Email:	

Actions/Amendments	
<a href="#">Click here to view 2 actions/amendments associated with this company ()</a>	
Disclaimer ()	