

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOUBLE BARREL LLC		05/18/2017	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	DB INNOVATION INC.		
Street Address:	77 WEST WASHINGTON STREET		
Internal Address:	SUITE 800		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87216469	DOUBLE BARREL	
CORRESPONDENCE DATA			
Fax Number:	3127247395		
<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:	3127248874		
Email:	ZFLENER@FLENERIPLAW.COM		
Correspondent Name:	Flener IP Law		
Address Line 1:	77 WEST WASHINGTON STREET, SUITE 800		
Address Line 2:	SUITE 800		
Address Line 4:	CHICAGO, ILLINOIS 60602		
NAME OF SUBMITTER:	ZAREEFA B. FLENER		
SIGNATURE:	/zareefabflener/		
DATE SIGNED:	05/29/2017		
Total Attachments: 10			
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**TRADEMARK PURCHASE AND
ASSIGNMENT AGREEMENT**

THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement"), dated 5/18/2017, is made and entered into by and among Double Barrel LLC, with an address at 848 North Rainbow Boulevard, Las Vegas, Nevada 89107, a Nevada limited liability corporation on behalf of itself and all of its controlled affiliates ("Assignor"), on the one hand, and DB Innovation Inc., with an address at 77 West Washington Street, Suite 800, Chicago IL 60602, a Delaware corporation ("Assignee"), on the other hand.

W I T N E S S E T H:

WHEREAS, Assignor owns of all right, title and interest in and to the Marks (as such term is defined herein);

WHEREAS, the Assignor desires to sell and assign to Assignee and Assignee wishes to purchase and obtain Assignor's entire right, title and interest in and to the Marks;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

1. Assignor Marks. Assignor hereby irrevocably assigns all of its right, title and interest in the trademarks identified and set forth on Schedule A attached hereto and incorporated herewith (collectively, the "Marks"), to Assignee. Assignor acknowledges that, following such assignment, the Assignee shall be the owner of all right, title and interest in and to the Marks. Assignee will record the assignment as it deems necessary and at its sole expense. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or register this assignment with the proper state and local regulatory agencies and authorities.
 - 1.1 Assignor acknowledges that the Marks include, without limitation, all rights to use, modify and exploit the Marks; the right to exclude others from using any and all of the Marks; the right to license, assign, convey, and pledge any of the Marks to others; the right to sue others and to collect damages for past, present and future infringements of any of the Marks; the right to create derivatives of the Marks and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Marks.
 - 1.2 Assignor acknowledges that the Assignor is the owner of all right, title and interest in and to the Marks set forth on Schedule A and that such Marks are free and clear of any security interest or other lien or encumbrance of any kind.
 - 1.3 Assignor represents, warrants and covenants that the transfer by Assignor to the Assignee as contemplated hereby shall transfer to Assignee good and marketable title to the Marks.
 - 1.4 Assignor acknowledges that the assignment of the Marks to Assignor shall not result in the breach of any agreement to which the Assignor is a party, nor will such assignment result in the breach of any federal or state law and that no consent is required in connection with the transfer contemplated by this Agreement. Assignor shall not at any time do, or knowingly permit to be done, any act or thing that would impair the rights of the Assignee in and to the Marks or adversely affect the validity of the Marks.

2. Consideration. The aggregate consideration payable by the Assignee for the assignment of the Marks shall be in an amount equal to \$10 (the "Purchase Price") payable in U.S. dollars upon the execution of this Agreement.
3. Notices. All notices, consents or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the following mailing addresses:

Assignor:

Double Barrel LLC
848 North Rainbow Boulevard
Las Vegas, Nevada 89107

Attn: Mr. Jordan Gielchinsky

Assignee:

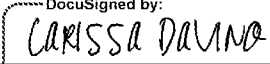
DB Innovation Inc.
77 West Washington Street
Suite 800
Chicago, IL 60602
Attn: Zareefa B. Flener, Flener IP Law

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of sending.

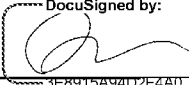
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any of the conflicts of law principles that would result in the application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.
5. Modification of Agreement and Waiver. This Agreement may not be amended except by a writing executed by the parties hereto.
6. Entire Agreement. This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement, and no prior representations or agreements, whether written or oral, shall be binding on any party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

DOUBLE BARREL LLC

DocuSigned by:

By: _____
Name: Carissa Davino
Title: Member

DB INNOVATION INC.

DocuSigned by:

By: _____
Name: Jason DeLand
Title: Director

SCHEDULE A
The "Mark(s)"

1. Double Barrel (U.S. Serial Number 87216469) in Class 34, for Electronic cigarette refill cartridges sold empty.

**SCHEDULE B
The Assignment**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT**

WHEREAS, Double Barrel LLC, a Nevada limited liability company ("Assignor") owns the right, title and interest in and to the federal trademark registration of the Trademark identified in Schedule A hereto (the "Marks") and specifically U.S. Trademark Registration no. 87216469.

WHEREAS, DB Innovation Inc., a Delaware corporation ("Assignee"), a corporation duly organized and existing under the laws of the State of Delaware, desires to acquire all right, title, and interest in and to the Trademark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Trademark together with its goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

5/18/2017

DATE

Double Barrel LLC

DocuSigned by:
By: Carissa Davino
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Name: Carissa Davino

Title: Member

Certificate Of Completion

Envelope Id: BE7AFEA072ED4F09A06284D214293FFA	Status: Completed
Subject: Please e-sign Powers for Trademarks	
Source Envelope:	
Document Pages: 10	Signatures: 6
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 5	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Zareefa Flener
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1812 S. State Street Unit 6 nil Chicago, IL 60616 zflener@fleneriplaw.com IP Address: 73.246.174.205

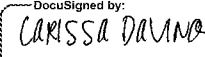
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Signer Events

CARISSA DAVINO
CNDAVINO@GMAIL.COM
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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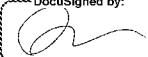
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Electronic Record and Signature Disclosure:
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Jason DeLand
jason@doublebarrel.com
Double Barrel
Security Level: Email, Account Authentication (None)

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Signed: 5/19/2017 5:49:35 AM

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Signed using mobile

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/18/2017 2:32:13 PM
Certified Delivered	Security Checked	5/19/2017 5:49:07 AM
Signing Complete	Security Checked	5/19/2017 5:49:36 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	5/19/2017 5:49:36 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, FLENER IP LAW (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact FLENER IP LAW:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: zflener@fleneriplaw.com

To advise FLENER IP LAW of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at zflener@fleneriplaw.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from FLENER IP LAW

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to zflener@fleneriplaw.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with FLENER IP LAW

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to zflener@fleneriplaw.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify FLENER IP LAW as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by FLENER IP LAW during the course of my relationship with you.