

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456435

<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>
USA WHOLESALE SUPPLIERS LLC		12/01/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QUANTUM GLOBAL CONSULTING LLC		
<b>Street Address:</b>	15705 NW 13 Avenue		
<b>City:</b>	Miami Gardens		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33169		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4379832	MATRICOM	
<b>Registration Number:</b>	4967096	G-BOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9547618475		
<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>	9547652919		
<b>Email:</b>	bjr@trippscott.com		
<b>Correspondent Name:</b>	Bryan J Rush Esq., Tripp Scott PA		
<b>Address Line 1:</b>	110 SE Sixth Street, 15 Floor		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33301		
<b>NAME OF SUBMITTER:</b>	Bryan J Rush Esq.		
<b>SIGNATURE:</b>	/Bryan J Rush/		
<b>DATE SIGNED:</b>	01/02/2018		
<b>Total Attachments: 3</b>			
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OP \$65.00 4379832

Schedule 2.6(b)

**ASSIGNMENT OF INTANGIBLE ASSETS**

THIS ASSIGNMENT OF INTANGIBLE ASSETS (hereinafter "Assignment"), is made and entered into December 1, 2017, by USA WHOLESALE SUPPLIERS.LLC, a Florida limited liability company ("Assignor") and QUANTUM GLOBAL CONSULTING LLC, a Florida limited liability company ("Assignee").

WHEREAS, simultaneously herewith Assignor is selling to Assignee the Acquired Assets of the Business, as such terms are defined in that certain Asset Purchase Agreement (the "Agreement") between Assignor and Assignee;

WHEREAS, Assignor desires to assign, transfer, set over, convey, and deliver to Assignee Assignor's interest in to all Intangible Assets (as defined below) to the extent assignable or owned by Assignor and used in connection with the Acquired Assets and the Business. Any capitalized terms not defined herein shall have the meaning set forth in the Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, claim, and interest, if any and to the extent assignable, in:

(i) all licenses, approvals, applications and permits issued or approved by any governmental authority and relating to the use, operation, ownership, occupancy, improvement, and/or maintenance of the Business and the Acquired Assets;

(ii) all intangible assets, including without limitation, deposit accounts, securities, investment property, financial assets, chattel paper, letters-of-credit, and the goodwill and going concern value of the Business;

(iii) all Intellectual Property used by Seller in the Business, including the name "MATRICOM," as further described in Schedule 2.6(b)-1 hereto; all of Seller's rights under warranties, indemnities, and all similar rights against Third Parties to the extent related to the Business or any Acquired Assets;

(iv) all insurance benefits, including rights and proceeds, arising from or relating to the Business or the Acquired Assets; and

(v) originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, mailing lists, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Acquired Intellectual Property ("Books and Records");

(collectively, the "Intangible Assets").



2. To the extent any warranty or guaranty hereby assigned is not assignable, at Assignee's election, Assignor shall at no cost to Assignor execute such further instruments assigning the contracts or agreements related to the warranty or guaranty sought to be enforced.

3. Assignor hereby acknowledges and agrees that all liabilities and obligations of Assignor, if any, in connection with the Intangible Assets accruing or arising prior to the date hereof are not being assumed by Assignee and that such liabilities and obligations are and shall continue to be the obligation of Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

"Assignor"

**USA WHOLESALE SUPPLIERS.LLC,**  
a Florida limited liability company

By: 

Name:

Title:

*Krosnan Baugh*



Jacqueline S. De La Rosa  
COMMISSION # FF196244  
EXPIRES: February 4, 2019  
WWW.AARONNOTARY.COM



Schedule 2.6(b)-1

Trademark: **Matricom**

USPTO Registration No. 4379832

Registered May 21, 2013

Registrant: USA Wholesale Suppliers, LLC

Trademark: **g-box**

USPTO Registration No. 4967096

Registered December 8, 2015

Registrant: USA Wholesale Suppliers, LLC