

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Timothy Emmons		08/07/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	1130 Solutions Inc.		
Street Address:	1 Executive Boulevard		
Internal Address:	Suite 103		
City:	Suffern		
State/Country:	NEW YORK		
Postal Code:	10901		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86886505	CLARITI VAPORS	
CORRESPONDENCE DATA			
Fax Number:	8445682881		
<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:	6466036945		
Email:	tm@mgmiller.legal		
Correspondent Name:	Matthew G. Miller		
Address Line 1:	90 Broad Street		
Address Line 2:	3rd Floor		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Matthew G. Miller		
SIGNATURE:	/Matthew G. Miller/		
DATE SIGNED:	08/08/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of August 7, 2018, is made by Timothy Emmons ("Seller"), an individual, having a mailing address of 9387 Harrison Street, Des Plaines, Illinois 60016, in favor of 1130 Solutions Inc. ("Buyer"), a Nevada corporation, located at Suite 103, 1 Executive Boulevard, Suffern, New York 10901, the purchaser of certain assets of Seller.

WHEREAS, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:

- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Purchase Price. The purchase price for Seller's Assigned Trademarks shall be ONE-THOUSAND ONE-HUNDRED AND NINETY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS, (\$1,198.75) (the "Purchase Price"). Buyer shall pay the Purchase Price within TEN (10) business days following the parties' full execution of this Trademark Assignment. Payment shall be made in U.S. dollars by check payable to Seller.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits,

declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

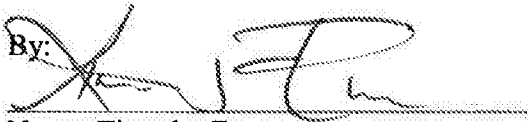
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

TIMOTHY EMMONS

By: 

Name: Timothy Emmons

Title: Owner

SCHEDULE 1
ASSIGNED TRADEMARKS

Mark	Jurisdiction	Serial Number	Registration Date
CLARITI VAPORS	United States	86/886,505	September 13, 2016