

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin City Warehouses, Inc.		12/01/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Vital Holdings, LLC		
Street Address:	868 Mount Moriah Road		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38117		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4393470	COR365	
Registration Number:	3770032	ICHAMBER	
Registration Number:	5008852	ICOR	
CORRESPONDENCE DATA			
Fax Number:	3362318917		
<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:	336-231-8916		
Email:	scrotts@wallbabcock.com		
Correspondent Name:	Sarah Crotts		
Address Line 1:	1076 West 4th Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
NAME OF SUBMITTER:	Sarah B. Crotts		
SIGNATURE:	/Sarah B. Crotts/		
DATE SIGNED:	12/05/2018		
Total Attachments: 5			
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U.S. TRADEMARK ASSIGNMENT AGREEMENT

This U.S. TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of December 1, 2018 (the "Effective Date"), is entered into by and between Twin City Warehouses, Inc., a North Carolina corporation ("Assignor") and Vital Holdings, LLC, a Tennessee limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 1, 2018, (the "Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to all of the trademark registrations listed on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks, and all goodwill associated with any of Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto.

2. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks. The parties hereby acknowledge and affirm that their respective rights in and to the Assigned Trademarks are more fully set forth in the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

3. Further Assurances. Each party agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby.

4. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Assignment, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment), shall be governed by, and construed in accordance with, the domestic laws of the State of Delaware, without regard to conflict of law principles thereof.


6. Counterparts; Effectiveness. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each party shall have received a counterpart signed by the other parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this U.S. Trademark Assignment Agreement as of the date first above written.

ASSIGNOR:

Twin City Warehouses, Inc.

By: 
Henry A. Brown III
President

ASSIGNEE:

Vital Holdings, LLC

By: VRC Companies, LLC, its sole member

By: _____
Frederick D. Palo
Chief Executive Officer and President

[Signature Page to U.S. Trademark Assignment Agreement]

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ASSIGNEE:

Vital Holdings, LLC

By: VRC Companies, LLC, its sole member

By:  _____
Frederick D. Palo
Chief Executive Officer and President

[Signature Page to U.S. Trademark Assignment Agreement]

Schedule A

Mark	Reg. No./ Reg. Date	Owner
COR365	4,393,470 August 27, 2013	Twin City Warehouses, Inc.
iChamber	3,770,032 April 6, 2010	Twin City Warehouses, Inc.
ICOR	5,008,852 July 26, 2016	Twin City Warehouses, Inc.