

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM533131

<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>
ACME Wholesale, L.L.C.		04/30/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Herbal Brands, Inc.		
<b>Street Address:</b>	1430 W Auto Drive Ste 109		
<b>City:</b>	Tempe		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85284		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5690217	PH10MAX	
<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>	5152187888		
<b>Email:</b>	docketing@goodhue.com		
<b>Correspondent Name:</b>	Alexandria Goodhue, Coleman & Owens, P.C		
<b>Address Line 1:</b>	650 S. Prairie Dr. Suite 125 PMB 209		
<b>Address Line 4:</b>	West Des Moines, IOWA 50266		
<b>NAME OF SUBMITTER:</b>	Alexandria R. Munro		
<b>SIGNATURE:</b>	/Alexandria R. Munro/		
<b>DATE SIGNED:</b>	07/23/2019		
<b>Total Attachments: 3</b>			
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source=Acme - pH10Max - Trademark Assignment Agreement - signed by RG and JP#page2.tif			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of April 30, 2019, is made by Acme Wholesales, LLC., a Nevada limited liability company ("Assignor"), in favor of Herbal Brands, Inc., a Delaware corporation ("Assignee"), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other parties thereto (the "Purchase Agreement"). Capitalized terms used but not defined herein have the meanings given to the in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Intellectual Property Registrations, except to the extent constituting an Excluded Asset, including the following (the "Assigned IP");

(a) the trademark registrations and applications set forth below and all issuances, extensions and renewals thereof (collectively, the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to United States intent-to-use trademark applications set forth below, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

Description	Country	Filing Date	Filing Number	Issue/Registration Date	Issue/Registration Number
pH10Max	United States	July 13, 2018	88037715	March 5, 2019	5690217

(b) all rights of any kind whatsoever of Assignor 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 and/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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 IP to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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 to be 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS 'WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the day and year first above written.

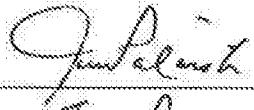
Assignor:

ACME WHOLESALE, L.L.C.

By:   
Name: Russell Grossman  
Title: Mgr

Assignee:

HERBAL BRANDS, INC.

By:   
Name: Jim PALASOTA  
Title: COO