

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540529

| | | | |
|---|--|------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Osmotics LLC | | 08/30/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Silber Capital LLC | | |
| Street Address: | 15 Holt Drive | | |
| City: | Stony Point | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10980 | | |
| Entity Type: | Limited Liability Company: NEW YORK | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5347845 | OSMOTICS COLOUR VÉRITÉ | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6312494508 | | |
| <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: | 6312497500 | | |
| Email: | torourke@bodnerorourke.com | | |
| Correspondent Name: | THOMAS A O'ROURKE | | |
| Address Line 1: | 425 BROADHOLLOW ROAD | | |
| Address Line 2: | Suite 120 | | |
| Address Line 4: | MELVILLE, NEW YORK 11747 | | |
| NAME OF SUBMITTER: | THOMAS A. O'ROURKE | | |
| SIGNATURE: | /Thomas A. O'Rourke/ | | |
| DATE SIGNED: | 09/12/2019 | | |
| Total Attachments: 2 | | | |
| source=Osmotics LLC TM Assignment 1#page1.tif | | | |
| source=Osmotics LLC TM Assignment 1#page2.tif | | | |

OP \$40.00 5347845

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of August 30, 2019, by Osmotics LLC, a Delaware limited liability company, having a place of business at 2721 W. Mansfield Street, Sheridan, CO 80110. (Assignor"), in favor of Silber Capital L.L.C., a New York limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration and application listed in Appendix A attached hereto, including any common law trademark rights therefor (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated August 30, 2019 (the "Agreement"), under which Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment is deemed to be executed and delivered within the State of New York, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of New York without regard to its conflicts of law principles.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 30th day of August, 2019.

Osmotics LLC

By: [Signature]
Name: Brett Phillips
Title: Chairman

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On August 30, 2019 before me, Thomas A. O'Rourke, Notary Public in and for said State, personally appeared Brett John Phillips, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]
SIGNATURE OF NOTARY PUBLIC



Canada

TRADEMARK CONDUIT VERTE

Word Mark The English translation of "Canada Verde" of the mark is "Tree Color"

Trademarks NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CONDUIT" APART FROM THE MARK AS SHOWN

Goods and Services The English translation of "Canada Verde" of the mark is "Tree Color".
NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CONDUIT" APART FROM THE MARK AS SHOWN

Mark (S) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Character 01:11:01 - Motion pictures, television, radio, periodicals, including hard copies and electronic means (not a movie with credits);
01:11:02 - Software (not a computer program or peripheral device)

Serial 87734794

Member February 21, 2017

Current 1A

Original 1B

Priority Basis 1B

Registration 20170608

Registration November 28, 2017

Owner GREENSTARBY COMPANY LLC LIMITED LIABILITY COMPANY CONDUIT VERTE 210 14th Avenue South Denver, CO, Colorado 80202

Registrations 1908893, 4433898

Description NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CONDUIT" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK

Registrar FRENCH

Language FRENCH

Indicators NONE