

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548797

<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>
18.21 Man Made, LLC		10/29/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New World Natural Brands, LLC		
<b>Street Address:</b>	222 S. Riverside Plaza Suite 1500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4654374	18.21	
<b>Registration Number:</b>	5085834	18.21 A NOBLE EXPERIMENT MADE IN U.S.A.	
<b>Registration Number:</b>	5827247	LIFT YOUR SPIRITS	
<b>Serial Number:</b>	87195246	19TH	
<b>Serial Number:</b>	88026798	SPIRITS	
<b>Serial Number:</b>	88257272	SWEET TOBACCO SPIRITS	
<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>	7758331600		
<b>Email:</b>	Lara@BrandGeek.net		
<b>Correspondent Name:</b>	Lara Pearson		
<b>Address Line 1:</b>	774 Mays Blvd No 10-405		
<b>Address Line 4:</b>	INCLINE VILLAGE, NEVADA 89451		
<b>NAME OF SUBMITTER:</b>	Lara Pearson		
<b>SIGNATURE:</b>	/Lara Pearson/		
<b>DATE SIGNED:</b>	11/08/2019		

OP \$165.00 4654374

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*"), dated as of October 29, 2019, is made by 18.21 Man Made, LLC, a Texas limited liability company ("*Assignor*"), in favor of New World Natural Brands, LLC, a Missouri limited liability company ("*Assignee*").

WHEREAS, under the terms of that certain Asset Purchase Agreement dated effective as of October 29, 2019, by and among Assignor, Assignee, 18.21 Man Made, LLC, a Missouri limited liability company, Angel Del Solar, David Del Solar, and Aston LaFon (the "*Purchase Agreement*"), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office ("*USPTO*").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. 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 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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, 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 USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor

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thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this 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 Trademarks. 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 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 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 Assignment.

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

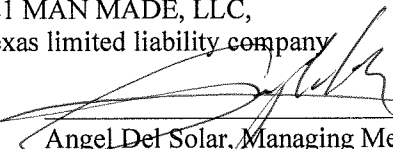
6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first written above.

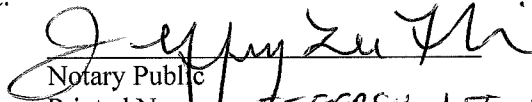
**ASSIGNOR:**

18.21 MAN MADE, LLC,  
a Texas limited liability company

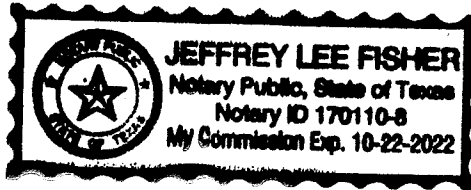
By:   
Angel Del Solar, Managing Member

STATE OF TEXAS )  
 )SS.  
COUNTY OF DALLAS )

On the 28th day of October, 2019, before me personally appeared Angel Del Solar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Managing Member of 18.21 Man Made, LLC, a Texas limited liability company, and acknowledged the instrument to be free act and deed of 18.21 Man Made, LLC for the uses and purposes mentioned in the instrument.

  
Notary Public  
Printed Name: JEFFREY LEE FISHER

My Commission Expires:  
10-22-2022



**ASSIGNEE:**

NEW WORLD NATURAL BRANDS, LLC,  
a Missouri limited liability company

By: *Shannon M. Curtin*  
Shannon Curtin, Chief Executive Officer

STATE OF MISSOURI

)

)SS.

COUNTY OF St. Louis

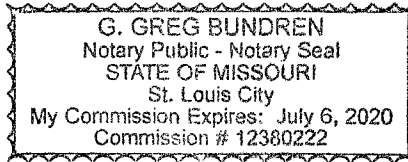
)

On the 29<sup>th</sup> day of Oct., 2019, before me personally appeared Shannon Curtin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the Chief Executive Officer of New World Natural Brands, LLC, a Missouri limited liability Company, and acknowledged the instrument to be the free act and deed of New World Natural Brands, LLC for the uses and purposes mentioned in the instrument.

*G. Greg Bundren*  
Notary Public

Printed Name: G. Greg Bundren

My Commission Expires: 7-6-2020



**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Agency</b>	<b>Registration Number</b>	<b>Registration Date</b>
18.21	United States	USPTO	4654374	December 9, 2019
18.21	European Union & Mexico (Designations under Madrid Protocol)	WIPO	1417317	June 6, 2018
	United States	USPTO	5085834	November 22, 2016
LIFT YOUR SPIRITS	United States	USPTO	5827247	August 6, 2019
18.21	India (Designation under Madrid Protocol)	WIPO	1484491	March 2, 2019

Trademark Applications

<b>Mark</b>	<b>Jurisdiction</b>	<b>Filing Basis</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
19TH	United States	§ 1(b) (intent-to-use)	87195246	October 6, 2017
SPIRITS	United States	§ 1(b) (intent-to-use)	88026798	July 5, 2018
SWEET TOBACCO SPIRITS	United States	§ 1(a) (actual use)	88257272	January 10, 2019
18.21	Canada		1908873	July 11, 2018