

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566235

<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>
21st Century Brands Distributing LLC		03/05/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MVRK Distribution LLC		
<b>Street Address:</b>	7427 NC Highway 58 South		
<b>City:</b>	Stantonsburg		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27883		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4052255	E6	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5169375050		
<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>	5169375900		
<b>Email:</b>	ldvoskin@mwcllp.com		
<b>Correspondent Name:</b>	Lisa Dvoskin, Esq.		
<b>Address Line 1:</b>	Moomjian, Waite & Coleman, LLP		
<b>Address Line 2:</b>	100 Jericho Quadrangle, Suite 208		
<b>Address Line 4:</b>	Jericho, NEW YORK 11753		
<b>NAME OF SUBMITTER:</b>	Lisa Dvoskin, Esq.		
<b>SIGNATURE:</b>	/Lisa Dvoskin/		
<b>DATE SIGNED:</b>	03/10/2020		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This Intellectual Property and Domain Name Assignment (this "Assignment") is made and entered into as of March 5, 2020 between **21<sup>st</sup> Century Brands Distributing LLC**, a Delaware limited liability company ("ASSIGNOR"), and **MVRK Distribution LLC**, a North Carolina limited liability company ("ASSIGNEE"), pursuant to that certain Asset Purchase Agreement, dated as of March 5, 2020, by and among ASSIGNOR, ASSIGNEE and the other named parties thereto (the "Asset Purchase Agreement").

**WHEREAS**, ASSIGNOR is the owner of record of the trademarks of the United States of America and the Government of Canada (the "Trademarks"), and applicable federal and governmental registrations pertaining thereto (the "Federal Registrations") listed on Exhibit A hereto; and

**WHEREAS**, ASSIGNOR is the owner of record of the domain names ("Domain Names"), social media accounts ("Social Media"), trade secrets ("Trade Secrets") and corporate names ("Corporate Names"; and together with the Domain Names, Social Media and Trade Secrets, the "Other Intellectual Property"), and any applicable registrations pertaining thereto (the "Other Registrations") set forth on Exhibit B hereto;

**WHEREAS**, pursuant to the terms of the Asset Purchase Agreement, ASSIGNOR has agreed to sell, contribute, transfer, convey, assign and deliver to ASSIGNEE, and ASSIGNEE has agreed to receive and accept from ASSIGNOR, (i) the Trademarks, including any goodwill associated with the use thereof and the Federal Registrations; and (ii) the Other Intellectual Property, including any goodwill associated with the use thereof and the Other Registrations;

**WHEREAS**, the execution and delivery of this Assignment is an obligation of Assignor and Assignee under the terms of the Asset Purchase Agreement.

**NOW THEREFORE TO ALL WHOM IT MAY CONCERN** be it known that for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of 12:01 a.m. Eastern Standard Time on the Closing Date, as defined in the Asset Purchase Agreement, ASSIGNOR has sold, contributed, assigned, transferred, conveyed and delivered, and by these presents, hereby sells, contributes, assigns, transfers, conveys and delivers, and ASSIGNEE hereby accepts, all of ASSIGNOR'S rights, title and interests in and to the (i) Trademarks, including any goodwill associated with the use of the Trademarks, together with all rights of action, in law and in equity, for past or future infringements thereof, and the Federal Registrations, and any renewals thereof, unto ASSIGNEE; the Trademarks to be held and enjoyed by ASSIGNEE, its successors and assigns, the same as would have been held and enjoyed by ASSIGNOR had this Assignment not been made, and (ii) Other Intellectual Property, including any goodwill associated with the use of the Other Intellectual Property, together with all rights of action, in law and in equity, for past or future infringements thereof, and the Other Registrations, and any renewals thereof, unto ASSIGNEE; the Other Intellectual Property to be held and enjoyed by ASSIGNEE, its successors and assigns, the same as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Canadian Intellectual Property Office to record and register this Assignment upon request by ASSIGNEE.

This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Purchase Agreement, the terms and conditions of which are hereby incorporated to this Assignment by this reference. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall control.

This Assignment shall be controlled by the laws of the State of Delaware without giving effect to its conflicts of laws principles.

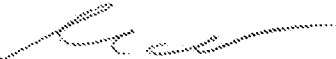
The parties agree to execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and other instruments, and take such further actions, as may be necessary or appropriate to assure fully to Assignee all of the rights, title, interests, remedies, powers and privileges intended to be conveyed to Assignee under this Assignment, and to otherwise make effective as promptly as practical the transactions contemplated hereby.

This Assignment may be executed simultaneously or in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument. Facsimile, portable document format (PDF), or other scanned-format signatures shall have the same force and effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Intellectual Property and Domain Name Assignment to be executed by their duly authorized officials on the date above first written.

**21<sup>st</sup> CENTURY BRANDS DISTRIBUTING LLC**

By:   
Name: Moshe "Mark" Mueller  
Title: Authorized Agent

**MVRK DISTRIBUTION LLC**

By: \_\_\_\_\_  
Name: Victor Krahn  
Title: President & Secretary

**IN WITNESS WHEREOF**, ASSIGNOR and ASSIGNEE have caused this Intellectual Property and Domain Name Assignment to be executed by their duly authorized officials on the date above first written.

**21<sup>st</sup> CENTURY BRANDS DISTRIBUTING LLC**

By: \_\_\_\_\_  
Name: Moshe "Mark" Mueller  
Title: Authorized Agent

**MVRK DISTRIBUTION LLC**


By:  \_\_\_\_\_  
Name: Victor Krahn  
Title: President & Secretary

EXHIBIT A  
TRADEMARKS


Trademarks (registered with the United States Patent and Trademark Office):

1. Trademark (Reg. No. 3,846,553) registered on September 7, 2010 “e6”: 

2. Trademark (Reg. No. 4,309,792) registered on March 26, 2013 for “e6”: 

3. Trademark (Reg. No. 4,052,255) registered on November 8, 2011 for “e6”: 

Trademarks (registered with the Government of Canada, Canadian Intellectual Property Office):

4. Trademark (Reg. No. TMA850599) registered on May 10, 2013 for “e6”: 


5. Trademark (Reg. No. TMA856583) registered on July 31, 2013 for “e6”: 

EXHIBIT B  
OTHER INTELLECTUAL PROPERTY

Domain Names:

1. [www.e6energy.com](http://www.e6energy.com)

Key Details from:

- Created on 12/1/2009
- Registrar: GoDaddy.com
- Organization information:
  - Registrant Name: Moshe Mueller
  - Registrant Organization: 21<sup>st</sup> Century Brands LLC
  - Registrant Street: 641 5<sup>th</sup> Street
  - Registrant City: Lakewood
  - Registrant State/Province: NJ
  - Registrant Postal Code: 08701
  - Registrant Country: US
  - Registrant Phone: +1.7323640111
  - Registrant Phone Ext:
  - Registrant Fax:
- Registrant Email: [moshemueller@gmail.com](mailto:moshemueller@gmail.com)
- Admin Name: Moshe Mueller
- Tech email: [moshemueller@gmail.com](mailto:moshemueller@gmail.com)

Social Media Accounts:

Twitter - <https://twitter.com/e6energy>

Instagram - <https://www.instagram.com/e6energy>

Pinterest - <https://www.pinterest.com/e6energy/>

Trade Secrets associated with the following:

1. All e6 Energy formulations, including, but not limited to, for e6 Energy shots and e6 Energy strips

Corporate, trade or fictitious names:

1. e6 Energy
2. e6 Energy Fuel for Life