

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574912

<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>
Wang Ling		04/28/2020	INDIVIDUAL: CHINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pop Vapor Co., LLC		
<b>Street Address:</b>	626 Wilshire Boulevard		
<b>Internal Address:</b>	Suite 140		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90017		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5442458	EXUS	
<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>	6783367247		
<b>Email:</b>	ahyland@taylorenghish.com		
<b>Correspondent Name:</b>	Amanda Groover Hyland		
<b>Address Line 1:</b>	1600 Parkwood Circle		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30339		
<b>NAME OF SUBMITTER:</b>	Amanda G. Hyland		
<b>SIGNATURE:</b>	/Amanda G. Hyland/		
<b>DATE SIGNED:</b>	05/05/2020		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

Effective as of April 27th, 2020 (the "Effective Date"), Wang Ling (hereinafter referred to as "Assignor"), enters into this Trademark Assignment Agreement with Pop Vapor Co., LLC (hereinafter referred to as "Assignee"), subject to the terms and conditions set forth herein.

WHEREAS, Assignor is the owner of the design mark "EXUS" shown below and registered under U.S. Registration No. 5442458 ("the Mark"), together with any goodwill of the business symbolized thereby in connection with the goods and/or services on which the Mark is used:



WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the Mark as of the Effective Date.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) or other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably and unconditionally conveys, sells, assigns, delivers, and transfers to Assignee, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest of whatever kind in and to the Mark, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office and in any foreign countries with respect to the Mark, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Mark by a third party and to which Assignor is or would have been entitled had the Assignment not been made. The parties hereto specifically acknowledge and agree that in connection with the assignment of the Mark, Assignee is the successor to the business of the Assignor to which the Mark pertain, and that business is ongoing and existing.
2. Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, but at Assignee's or their expense and charges, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of registered trademarks and service marks in the United States and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such trademarks and service marks.

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3. The undersigned represents and warrants that he/she has full requisite authority to execute this Assignment on behalf of Assignor and to obligate Assignor to its terms.

ASSIGNOR:

By: Wang Ling  
Wang Ling

ASSIGNEE:  
Pop Vapor Co., LLC

By: [Signature]  
Alexis Woodward [print name]  
CEO [print title]