

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
21st Century Brands Distributing LLC		03/05/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	MVRK Distribution LLC		
Street Address:	7427 NC Highway 58 South		
City:	Stantonsburg		
State/Country:	NORTH CAROLINA		
Postal Code:	27883		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3846553	E6	
CORRESPONDENCE DATA			
Fax Number:	8026580042		
<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:	8026582311		
Email:	trademarks@pfclaw.com		
Correspondent Name:	Paul Frank + Collins P.C.		
Address Line 1:	One Church Street		
Address Line 4:	Burlington, VERMONT 05402		
NAME OF SUBMITTER:	Michael J. Wasco		
SIGNATURE:	/Michael J Wasco/		
DATE SIGNED:	09/03/2020		
Total Attachments: 6			
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OP \$40.00 3846553

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 **21st 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.

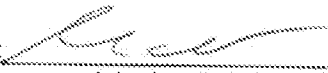
The parties agree to execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and other instruments, and take such further actions, as may be necessary or appropriate to assure fully to Assignee all of the rights, title, interests, remedies, powers and privileges 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.

21ST 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.

21ST 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

Key Details from:

- Created on 12/1/2009
- Registrar: GoDaddy.com
- Organization information:
 - Registrant Name: Moshe Mueller
 - Registrant Organization: 21st Century Brands LLC
 - Registrant Street: 641 5th 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
- Admin Name: Moshe Mueller
- Tech email: 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