

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605920

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	02/05/2020		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rwachsberg Holdings Inc.		10/30/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Apollo Health and Beauty Care Inc.		
<b>Street Address:</b>	1 Apollo Place		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M3J0H2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3870216	GREEN EARTH	
<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>	6122599722		
<b>Email:</b>	wesemand@gtlaw.com		
<b>Correspondent Name:</b>	Draeke Weseman		
<b>Address Line 1:</b>	90 South Seventh Street, Suite 3500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	185536.000073		
<b>NAME OF SUBMITTER:</b>	Draeke H. Weseman		
<b>SIGNATURE:</b>	/DHW/		
<b>DATE SIGNED:</b>	10/30/2020		
<b>Total Attachments: 2</b>			
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source=Trademark Assignment - GREEN EARTH (Executed)#page2.tif			

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**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This NUNC PRO TUNC TRADEMARK ASSIGNMENT (“**Trademark Assignment**”) is made as of the date written below by Rwachsberg Holdings Inc. (“**Assignor**”), a corporation incorporated and existing under the laws of Canada, in favor of Apollo Health and Beauty Care Inc. (“**Assignee**”), a corporation incorporated and existing under the laws of Canada, located at 1 Apollo Place, Toronto, Ontario, Canada M3J0H2. Assignor and Assignee are the “**Parties**” to this Trademark Assignment.

**WHEREAS**, effective as of February 5, 2020 (the “**Effective Date**”), Assignor owned and assigned, transferred, and conveyed to Assignee, and Assignee accepted from Assignor, all right, title, and interest in and to Assignor’s GREEN EARTH mark as set forth in the registration on Schedule 1 attached hereto (the “**Assigned Trademark**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark; and

**NOW THEREFORE**, the Parties wish to confirm the actual and legal transfer of the Assigned Trademark from Assignor to Assignee and further agree as follows:

1. **Trademark Assignment.** It is confirmed that as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor did irrevocably convey, transfer, and assign to Assignee, and Assignor hereby *nunc pro tunc* assigns, conveys, and transfers to Assignee, and Assignee then accepted and now further confirms that it accepts, all of Assignor’s right, title, and interest in and to (a) the Assigned Trademark and all common law rights thereto, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark; (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 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 Effective Date, 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 United States Patent and Trademark Office and any other official in any applicable jurisdiction to record and register this Trademark Assignment.

3. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Signed: October 30, 2020

**ASSIGNOR:**

RWACHSBERG HOLDINGS INC.

By: \_\_\_\_\_

Name: Richard Wachsberg

Title: President

**ASSIGNEE:**

APOLLO HEALTH AND BEAUTY CARE INC.

By: \_\_\_\_\_

Name: Richard Wachsberg

Title: President

**SCHEDULE 1**

**Assigned Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
GREEN EARTH	United States	3,870,216	November 2, 2010