

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healing Solutions LLC		02/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truweo, LLC		
Street Address:	37 East 18th Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5414763	GEL PENS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126843900		
Email:	efiling@grr.com		
Correspondent Name:	David D. Rodrigues		
Address Line 1:	270 Madison Avenue		
Address Line 2:	Gottlieb, Rackman & Reisman P.C.		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	9047/271		
NAME OF SUBMITTER:	David D. Rodrigues		
SIGNATURE:	/drodrigues/		
DATE SIGNED:	05/07/2021		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made and entered into as of February 2, 2021, by and between Truweo, LLC, a Delaware limited liability company having a principal place of business at 37 East 18th Street, 7th Floor New, York, NY 10003 (“**Assignee**”) and Healing Solutions LLC, a Delaware limited liability company having a principal place of business at 4635 W McDowell Rd, Suite 110, Phoenix, AZ 85035 (“**Assignor**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on February 2, 2021 (the “**Agreement**”), by and among (i) Mohawk Group Holdings, a Delaware corporation, and its wholly-owned subsidiary, Assignee, and (ii) Healing Solutions, LLC, a Delaware limited liability company, (iii) Jason R. Hope and (iv) solely for the purposes of Section 5.11 and Article VII, Super Transcontinental Holdings, LLC, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A (the “**Marks**”) hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires, all of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by and associated with the Marks and that portion of Assignor’s business to which the mark pertains, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **Assistance.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and

enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **Authorization**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to accept and record this Assignment and to issue the Marks to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. **General**.

4.1 **Severability**. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

4.2 **Entire Agreement**. All references in this Assignment shall include all schedules hereto. This Assignment and the Agreement constitute the entire agreement of the parties hereto relating to the subject matter hereof and thereof and supersede all prior agreements or understandings between the parties hereto with respect to such subject matter; *provided*, that nothing in this Assignment shall be construed to supersede, amend or modify any provision of the Agreement or any other agreements thereunder or any rights or obligations thereunder.

4.3 **Successors and Assigns**. This Assignment will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, but will not be assignable or delegable by any parties hereto, by operation of law or otherwise, without the prior written consent of the other parties hereto; *provided, however*, that nothing in this Assignment shall or is intended to limit the ability of Assignee to assign its rights or delegate its responsibilities, liabilities and obligations under this Assignment, in whole or in part, without the consent of Assignor.

4.4 **Governing Law**. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter and/or performance of this Assignment (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, the internal laws of the State of Delaware, without giving effect to any law that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

4.5 **Consent to Jurisdiction**. Each party agrees that any proceeding arising out of or relating to this Assignment or any transaction contemplated hereby shall be brought exclusively in any state or federal court located in New York County, State of New York and each of the parties hereto hereby submits to the exclusive jurisdiction of such courts for itself and with respect to its property, generally and unconditionally, for the purpose of any such proceeding. A final judgment in any such proceeding may be enforced in other jurisdictions by suit on the judgment or in any other

manner provided by law. Each party agrees not to commence any proceeding arising out of or relating to this Assignment or the transactions contemplated hereby except in the courts described above (other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described above), irrevocably and unconditionally waives any objection to the laying of venue of any proceeding arising out of or relating to this Assignment or the transactions contemplated hereby in any such court, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such proceeding brought in any such court has been brought in an inconvenient forum or does not have jurisdiction over any party hereto. Each party agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth herein shall be effective service of process for any such proceeding.

4.6 Counterparts; Deliveries. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same assignment. This Assignment may be executed by facsimile or electronic (.pdf) signature and facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ASSIGNEE

TRUWEO, LLC
A Delaware limited liability company

MOHAWK GROUP, INC., its sole member
A Delaware corporation

DocuSigned by:

Fabrice Hamaide

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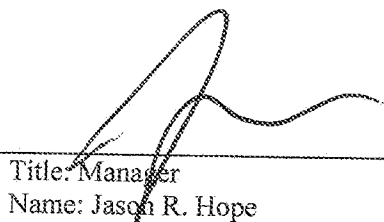
Name: Fabrice Hamaide

Title: Chief Financial Officer

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first written above.

ASSIGNOR

HEALING SOLUTIONS, LLC
A Delaware limited liability company



Title: Manager
Name: Jason R. Hope

(Signature Page to Trademark Assignment)

TRADEMARK
REEL: 007285 FRAME: 0331

SCHEDULE A**MARKS**

Registration / Serial Number	Mark
Ser. No. 90404473	HEALING SOLUTIONS
Ser. No. 87888771 Reg. No. 5938907	NATRÄL
Ser. No. 87868940 Reg. No. 5621396	HEALING SOLUTIONS (design)
Ser. No. 86637565 Reg. No. 4857117	HEALING SOLUTIONS
Ser. No. 87693435 Reg. No. 5517961	HEAVENS PURITY
Ser. No. 87148628 Reg. No. 5171116	SUN ESSENTIAL OILS
Ser. No. 87950215 Reg. No. 6115785	ARTIZEN (design)
Ser. No. 87770413 Reg. No. 6104543	ARTIZEN
Ser. No. 87133112 Reg. No. 5165685	SANS TO USA
Ser. No. 87148810 Reg. No. 5180708	HEAVENLY PURE
Ser. No. 87150115	MONARCOA

Reg. No. 5171209	
Ser. No. 88361213 Reg. No. 5879275	NATURES-STAR (design)
Ser. No. 86981702 Reg. No. 5192741	WEATHERSTOPPER
Ser. No. 86879861 Reg. No. 5111455	MICRO-LINE
Ser. No. 86974925 Reg. No. 5090400	IMMERSIVE COLOR
Ser. No. 86974933 Reg. No. 5094913	PLATINUM ART SUPPLIES
Ser. No. 87006801 Reg. No. 5104001	ARTIST'S CHOICE
Ser. No. 87121656 Reg. No. 5215525	TOP QUALITY GEL PENS
Ser. No. 87121688 Reg. No. 5414763	GEL PENS
Ser. No. 87243878 Reg. No. 5292867	TARVOL

(Signature Page to Trademark Assignment)