

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtuous Imports LLC		08/04/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	CHIWICH HOLDINGS IV, LLC		
Street Address:	150 N. Riverside Plaza		
Internal Address:	Suite 4270		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5750584	WANDER CAMP	
Registration Number:	5655727	ONGUARD	
Registration Number:	6191220	ONSHIELD	
Registration Number:	5773732	EVERSTRONG	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	312.476.7558		
Email:	mefdocket@lplegal.com		
Correspondent Name:	Marc E. Fineman		
Address Line 1:	2 N. LaSalle St.		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	45247-127983		
NAME OF SUBMITTER:	Marc E. Fineman		
SIGNATURE:	/Marc E. Fineman/		
DATE SIGNED:	09/08/2021		

CH \$115.00 5750584

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of the 4th day of August, 2021 (the "Effective Date") and is by and between CHIWICH HOLDINGS IV, LLC, a Delaware limited liability company with an address at 150 N. Riverside Plaza Suite 4270, Chicago, IL 60606 ("Assignee") and Virtuous Imports LLC, a Florida limited liability company with an address at 13920 Landstar Boulevard, Suite 101-0077, Orlando, FL 32824 ("Assignor"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

A. Assignor is the owner of those certain trademarks, trademark applications and trademark registrations, including all goodwill associated therewith, set forth in the attached Schedule A (the "Trademark Rights").

B. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of July 16, 2021 (the "Purchase Agreement"). Pursuant to the Purchase Agreement, Assignor agreed to sell, transfer, convey and deliver to Assignee the Trademark Rights, as more fully described in the Purchase Agreement and on the terms and subject to the conditions set forth in the Purchase Agreement.

C. Assignor and Assignee now desire to enter into this Assignment for the purpose of memorializing the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademark Rights and recording the same with any applicable governmental entity.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for the sum of U.S. Ten Dollars (\$10.00) and the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. Assignment of Rights. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trademark Rights, together with: (a) any and all renewals, extensions and prolongations thereof that may be secured under all laws now or hereafter in force; and, (b) all claims, causes of action and damages by reason of infringement, misappropriation or violation of any of the foregoing (including the right to sue for, and to collect damages arising from, past, present or future infringement, misappropriation or violation of any of the foregoing); all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses, or controls such rights.

2. Recordation. Assignor hereby authorizes the applicable trademark offices or other relevant governmental entities to register and record Assignee as the assignee and owner of the Trademark Rights, including any renewals, extensions and prolongations thereof.

3. No Alteration. Each of Assignor and Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

4. Further Assurances. Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including without limitation the execution and acknowledgment of instruments that may be or become

necessary to effect or formalize the transfer of the Trademark Rights or as may be necessary to prosecute, obtain, maintain or enforce the Trademark Rights.

5. Miscellaneous. This Assignment is executed and delivered pursuant to, and is given to further evidence the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute the same agreement. If any signature is delivered by facsimile transmission or by email in PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed by its duly authorized representative as of the below dates to be effective as of the Effective Date.

[Remainder of page intentionally left blank; signature page follows]

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

VIRTUOUS IMPORTS LLC

By: 
Name: Erick Rodriguez
Title: Managing Partner

ASSIGNEE:

CHIWICH HOLDINGS IV, LLC

By: FBA Capital Management, LLC, its manager

By: _____
Name: Luke Albright
Title: Authorized Signatory

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

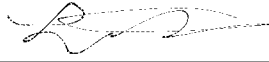
VIRTUOUS IMPORTS LLC

By: _____
Name: Erick Rodriguez
Title: Managing Partner

ASSIGNEE:

CHIWICH HOLDINGS IV, LLC

By: FBA Capital Management, LLC, its manager

By:  _____
Name: Luke Albright
Title: Authorized Signatory

SCHEDULE A

Country	Mark	Filing Date	Serial Number	Registration Date	Registration Number
United States	WANDER CAMP	September 21, 2018	8812780	May 14, 2019	5750584
United States	ONGUARD	June 11, 2018	87956601	January 15, 2019	5655727
United States	ONSHIELD	September 20, 2019	88624298	November 3, 2020	6191220
United States	EVERSTRONG	September 25, 2018	88130441	June 11, 2019	5773732