

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699212

<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>
Healthier Choices Management Corp.		11/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VAPORMAX, LLC		
<b>Doing Business As:</b>	VaporMax		
<b>Street Address:</b>	5226 US-78, Suite D		
<b>City:</b>	Stone Mountain		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30087		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5046753	VAPORMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9545232872		
<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>	9545259900		
<b>Email:</b>	pbuckley@bergersingerman.com		
<b>Correspondent Name:</b>	Berger Singerman LLP		
<b>Address Line 1:</b>	201 East Las Olas Blvd., Suite 1500		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33301		
<b>ATTORNEY DOCKET NUMBER:</b>	26438.6010		
<b>NAME OF SUBMITTER:</b>	Geoffrey Lottenberg		
<b>SIGNATURE:</b>	/Geoffrey Lottenberg/		
<b>DATE SIGNED:</b>	01/03/2022		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”), effective as of November 1, 2021 (the “Effective Date”) is by and between Healthier Choices Management Corp., a Delaware corporation, with a principal place of business at 3800 North 28<sup>th</sup> Way, Hollywood, FL 33020 (“Assignor”), and Vapormax, LLC d/b/a VaporMax, a Georgia limited liability company, with a principal place of business at 5226 US-78, Suite D, Stone Mountain, GA 30087 (“Assignee”).

WHEREAS, Assignor and Mary Jo Louradour and Chris Allan (the “VaporMax Owners”) executed that certain letter agreement dated July 6, 2021, whereby Assignor agreed to sell to the VaporMax Owners, and the VaporMax Owners agreed to purchase from Assignor the business assets of Assignee’s VAPORMAX-branded retail vape shop located in Stone Mountain, GA (the “Letter Agreement”);

WHEREAS, The VaporMax Owners have since formally organized their business as Assignee under the laws of the State of Georgia;

WHEREAS, Assignor is the owner of all right, title, and interest in and to the name and trademark VAPORMAX in connection with “retail store services featuring electronic cigarettes, electronic cigarette liquid, and electronic cigarette accessories” (the “Mark”) as embodied in United States Trademark Registration Number 5,046,753 (the “Registration”); and

WHEREAS, consistent with the Letter Agreement, Assignee wishes to acquire the Mark and the Registration and all right, title, and interest thereto, and Assignor wishes to assign the Mark and the Registration and all right, title and interest thereto to the Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment: Pursuant to the Letter Agreement by and between Assignor and Assignee, Assignor does hereby irrevocably sell, assign, transfer, and convey to Assignee, all right, title and interest including common law rights, title, and interest, in and to the Mark together with the goodwill of the business symbolized by the Mark and the goodwill of the business in connection with which the Mark are used, including without limitation the Registration and all rights of priority and renewal as may now or hereafter be granted by law.

2. Recordation: Assignor hereby authorizes and requests that the United States Patent and Trademark Office and each other trademark office, entity and agency in each applicable jurisdiction worldwide to record this Assignment, to record Assignee as the assignee and owner of the Mark and Registration and to issue all trademark registrations included in, or that may be granted upon, the Mark to and in the name of Assignee

*[signatures on next page]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

VAPORMAX, LLC

By: 

Name: Chris Allan

Title: member

ASSIGNOR:

HEALTHIER CHOICES  
MANAGEMENT CORP.

By: 

Name: Christopher Spanti

Title: President / CEO

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