

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699992

<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>
Groundswell Technologies, Inc.		12/31/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Groundswell Technologies, LLC		
<b>Street Address:</b>	7127 Hollister Ave., #25A-108		
<b>City:</b>	Goleta		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93117		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5927104	VAPORSAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8059663320		
<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>	8059662440		
<b>Email:</b>	lvelez@rppmh.com		
<b>Correspondent Name:</b>	Russell D. Terry		
<b>Address Line 1:</b>	1421 State Street, Suite B		
<b>Address Line 4:</b>	Santa Barbara, CALIFORNIA 93101		
<b>NAME OF SUBMITTER:</b>	Mark Kram		
<b>SIGNATURE:</b>	/s/ Mark Kram		
<b>DATE SIGNED:</b>	01/05/2022		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), effective as of December 31, 2021, is made by GROUNDSWELL TECHNOLOGIES, INC., a Delaware corporation ("**Assignor**"), located at 7127 Hollister Ave., #25A-108, Goleta, California 93117, in favor of GROUNDSWELL TECHNOLOGIES, LLC, a Delaware limited liability company ("**Assignee**"), located at 7127 Hollister Ave., #25A-108, Goleta, California 93117.

### RECITALS

- A. On or about the date hereof, Assignor converted into Assignee pursuant to a statutory conversion (the "**Conversion**").
- B. In connection with the Conversion, Assignee succeeded to all of Assignor's assets including, without limitation, all of Assignor's intellectual property.
- C. The parties are entering into this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions, in order to effectuate the assignment of certain trademarks and related rights of Assignor to Assignee.

### AGREEMENTS

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(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 now or hereafter 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 date hereof, 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 the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or

other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Signatures. A signed copy of this Trademark Assignment delivered by facsimile, email, electronic signature software, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

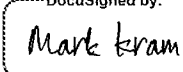
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

GROUNDSWELL TECHNOLOGIES, INC., a  
Delaware corporation

DocuSigned by:  
  
By: 72B293BA0A044A4  
Name: Mark Kram  
Title: Chief Executive Officer

*Address for Notices:*

7127 Hollister Ave., #25A-108  
Goleta, California 93117

Email: [mark.kram@groundswelltech.com](mailto:mark.kram@groundswelltech.com)

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
VAPORSAFE	USA	5927104	December 3, 2019

**Trademark Applications**

None.

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