

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitesands Wellness LLC		01/13/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Clearwater Labs LLC		
Street Address:	30 N Gould St. Suite R		
City:	Sheridan		
State/Country:	WYOMING		
Postal Code:	82801		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88618477	ZEPHYR ORGANICS	
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:	6026875851		
Email:	info@hpslawgroup.com		
Correspondent Name:	HPS Law Group LLC		
Address Line 1:	123 N Centennial Way Ste 205		
Address Line 4:	Mesa, ARIZONA 85201		
NAME OF SUBMITTER:	Burt Skiba		
SIGNATURE:	/Burt Skiba/		
DATE SIGNED:	01/13/2022		
Total Attachments: 5			
source=Trademark_Assignment_Agreement_-_Zephyr_Organics.pdf-jeremy_psglobal.com#page1.tif			
source=Trademark_Assignment_Agreement_-_Zephyr_Organics.pdf-jeremy_psglobal.com#page2.tif			
source=Trademark_Assignment_Agreement_-_Zephyr_Organics.pdf-jeremy_psglobal.com#page3.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

FOR ZEPHYR ORGANICS

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of the date below is made by Whitesands Wellness LLC ("**Assignor**"), a Delaware limited liability company in favor of Clearwater Labs LLC ("**Assignee**"), a Wyoming limited liability company, located at 30 N Gould St. Suite R, Sheridan, WY 82801 and for Trademark purposes C/O HPS Law Group located at 123 N Centennial Way Ste 205, Mesa, AZ 85201.

WHEREAS, under the terms of a Settlement Agreement and Release, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree 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, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications for "**ZEPHYR ORGANICS**" 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; provided that, with respect to the United States intent-to-use trademark applications set forth, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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 to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take

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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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, 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.

5. 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.

6. 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 Wyoming, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming 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.

AGREED TO AND ACCEPTED:

Whitesands Wellness LLC

By: Jeremy Riechers

Signature: Jeremy Riechers

Date: 01 / 13 / 2022

SCHEDULE 1

Assigned Trademarks

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date
Zephyr Organics	USPTO	88618477	Sept. 16, 2019

TITLE	Trademark Assignment Agreement - Zephyr Organics.pdf
FILE NAME	Trademark%20Assig...yr%20Organics.pdf
DOCUMENT ID	cf623d08bab1816ed7897092748876b935ae38f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	✳ Completed

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Document History



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Sent for signature to PS Global (jeremy@psglobal.com) from burt@hpslawgroup.com
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01 / 13 / 2022
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The document has been completed.