

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754404

<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>
MVRK Distribution LLC		08/17/2022	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MVRK Farms, LLC		
<b>Street Address:</b>	7427 NC Highway 58 South		
<b>City:</b>	Stantonsburg		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27883		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4309792	E6	
<b>Registration Number:</b>	3846553	E6	
<b>Registration Number:</b>	4052255	E6	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8026580042		
<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>	8026582311		
<b>Email:</b>	trademarks@pfclaw.com		
<b>Correspondent Name:</b>	Paul Frank + Collins P.C.		
<b>Address Line 1:</b>	One Church Street		
<b>Address Line 4:</b>	Burlington, VERMONT 05402		
<b>NAME OF SUBMITTER:</b>	Michael J. Wasco		
<b>SIGNATURE:</b>	/Michael J Wasco/		
<b>DATE SIGNED:</b>	09/09/2022		
<b>Total Attachments: 4</b>			
source=OC (2022.09.09) 14476.00001 - Distribution assignment 9SEPTEMBER2022#page1.tif			
source=OC (2022.09.09) 14476.00001 - Distribution assignment 9SEPTEMBER2022#page2.tif			
source=OC (2022.09.09) 14476.00001 - Distribution assignment 9SEPTEMBER2022#page3.tif			

OP \$90.00 4309792



## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of 17 August 2022 (the “Effective date”), is made and entered into by and between MVRK Distribution, LLC (“Assignor”) and MVRK Farms, LLC (“Assignee”) (each a “Party,” and, collectively, the “Parties”).

WHEREAS, Assignor is the owner of several marks for various goods and services as identified in Schedule A (the “Transferred Marks”);

WHEREAS, Assignor wishes to assign, transfer, and convey unto Assignee its interest in the Transferred Marks, and Assignee wishes to obtain and control the same; and

WHEREAS, the Parties are entering into this Assignment to restate, evidence, or confirm the transfer of the Transferred Marks to Assignee.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### 1. Assignment.

(a) Assignor hereby sells, assigns, conveys, transfers, 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 Transferred Marks, including (i) any and all goodwill associated therewith, (ii) the portion of the business to which the marks pertain, (iii) all rights therein provided by international treaties or conventions, (iii) all applications, registrations, divisions, reissues, extensions, and renewals of any of the foregoing, in any jurisdiction or territory, (iv) all rights to oppose or seek to cancel third party registrations, and (v) all rights to bring any action at law or in equity and recover damages for past, present, and future infringement or dilution or other violation thereof or conflict therewith.

(b) Assignor hereby authorizes Assignee to apply for federal registrations in Assignee’s name, and hereby authorizes Assignee to request, and hereby requests the United States Patent and Trademark Office and any office or other official of any applicable governmental authority to record and issue any and all registrations and trademark applications included in the Transferred Marks to and in the name of Assignee.

(c) Assignor agrees to duly execute, acknowledge, procure, and deliver any further documents and any information and to do such other acts as may be reasonably requested by Assignee to (i) record the Assignee as the beneficial and record owner of the Transferred Marks and (ii) effect the transfer of the Transferred Marks to Assignee as contemplated hereby.

### 2. Governing law.

(a) This Agreement will be exclusively governed by and construed and enforced in accordance with the internal laws of the State of North Carolina, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of North Carolina to be applied.

### 3. Amendment; Waiver.

(a) No change, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such claimed change, modification, or waiver is sought to be enforced.

4. Successors and assigns.

(a) This Agreement shall be binding upon and inure to the benefit of and be enforceable by Assignee and Assignor and their respective successors and permitted assigns. This Agreement is not intended to, and shall not be construed to, confer upon any person, other than Assignor and Assignee, any rights or remedies hereunder.

5. Counterparts.

(a) This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Agreement cannot be amended without a writing signed by each of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement.

**MVRK DISTRIBUTION, LLC, ASSIGNOR**

By: Justin K. Vick

Name: Justin K. Vick

Title: CFO

Date: 08/17/2022

**MVRK FARMS, LLC, ASSIGNEE**

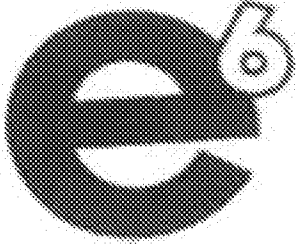

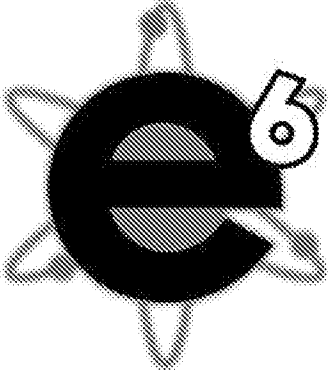
By: Justin K. Vick

Name: Justin K. Vick

Title: CFO

Date: 08/17/2022

**SCHEDULE A**  
**TRANSFERRED MARKS<sup>1</sup>**

MARK	COUNTRY	SER. NO	REG NO.
	U.S.	85/375,293	4,309,792
	U.S.	77/888,447	3,846,553
	U.S.	85/260,797	4,052,255

<sup>1</sup> All Transferred Marks owned by MRVK Distribution, LLC