

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779840

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900733721

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nu-X Ventures, LLC		11/22/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	TPB Beast LLC
Street Address:	5201 Interchange Way
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40229
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	90313289	NU-X NUTRA

CORRESPONDENCE DATA

Fax Number: 5025610442

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.

Phone: 502-625-2887

Email: aberge@grayice.com

Correspondent Name: Amy B. Berge

Address Line 1: 4600 Shelbyville Road

Address Line 2: #8022

Address Line 4: Louisville, KENTUCKY 40257

NAME OF SUBMITTER:	Amy B. Berge
SIGNATURE:	/Amy B. Berge/
DATE SIGNED:	01/11/2023

Total Attachments: 4source=Assignment - Nu-X Ventures, LLC to TPB Beast LLC#page1.tif
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, effective dated as of 11/22/2022 | 11:09 AM PST, 2022, is entered by and between Nu-X Ventures, LLC, a Delaware limited liability company whose address is 5201 Interchange Way, Louisville, Kentucky 40229 ("Assignor"), and TPB Beast LLC, a Delaware limited liability company, whose address is 5201 Interchange Way, Louisville, Kentucky 40229 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted and used, is using and is the owner of the certain trademarks;

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to receive from Assignor all rights and title to certain trademarks used in the operation of Assignor's business, including all common law rights and the federally registered marks listed in Exhibit A, attached hereto, and incorporated herein by reference, (collectively, the "Assigned Mark");

WHEREAS, Assignee desires to acquire all of Assignor's rights in the Assigned Mark;

NOW, THEREFORE, for good and valuable consideration of one hundred dollars (\$100), the receipt and sufficiency of which is hereby acknowledged,

1. Assignment. Assignor does hereby irrevocably convey, transfer, and assign unto Assignee all of its right, title and interest in and to the Assigned Mark, together with the good will of the business symbolized by said marks, 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 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. The Parties agree that this Assignment may be recorded with the U.S. Trademark Office or any other applicable state or federal government agencies. Assignor agrees to 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 necessary to effect, evidence, or perfect the assignment of the Assigned Mark to Assignee or any assignee or successor thereto.
3. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor has the full power and authority to execute, deliver, and perform this Assignment; (b) Assignor is the owner of the Assigned Mark; (c) the Assigned Mark is valid, and, upon the execution of this Assignment, Assignor acknowledges Assignee's exclusive ownership of the Assigned Mark; (d) Assignor is not aware of any claims, whether or not asserted, that the Assigned Mark infringes upon the rights of any third party; (e) the Assigned Mark is free and clear of any and all liens and encumbrances and all claims of third parties; (f) there are no

outstanding contracts, demands, commitments, or other agreements or arrangements under which Assignor is or may become obligated to sell, transfer, assign, or convey the Assigned Mark or any of the registrations; (g) the execution and delivery of this Assignment by Assignor and the consummation of the transactions contemplated by it does not require any consent of any other person or entity; and (h) neither the execution or delivery of this Assignment, nor the consummation of the transactions contemplated by it, will result in a violation or breach of or constitute a default under any contract or commitment under which Assignor is obligated or any court order involving or any judgment binding on Assignor or the Assigned Mark.

4. Counterparts. This 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 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 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 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 Commonwealth of Kentucky, without giving effect to any choice or conflict of law provision or rule.
7. Entire Agreement. This Assignment constitutes the entire understanding and agreement between the Parties with regards to the transfer and assignment of the Assigned Mark. The language of all parts of this Assignment shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties. Any amendment, modification, or waiver of any term or provision of this Assignment must be in writing and signed by Assignor and Assignee to be effective. Any waiver of any term of provision of this Assignment must be in writing and will be effective only in the specific instance and for the specific purpose for which it is given.

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

NU-X VENTURES LLC

DocuSigned by:

By:

Donald R. Becker

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Printed Name: Donald R. Becker

Title: Deputy General Counsel / VP Legal Affairs

STATE OF Kentucky)
) SS:
COUNTY OF Jefferson)

Subscribed and sworn to before me by Donald R. Becker this 22nd day of November, 2022.

My Commission Expires: 1-29-2024

Shemie Jody Craft
NOTARY PUBLIC KyNP1566

ACCEPTANCE

The undersigned hereby declares that it has accepted the foregoing Assignment on behalf of Assignee.

TPB BEAST FUEL

By: Donald R. Becker

Printed Name: Donald R. Becker

Title: Deputy General Counsel / VP Legal Affai

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

Subscribed and sworn to before me by Donald R. Becker this 22nd day of November, 2022.

My Commission Expires: 1-29-2024

Shemie Jody Craft
NOTARY PUBLIC KyNP1566

Exhibit A

ASSIGNED MARK

Federal Registrations

NU-X NUTRA	90/313,289	Class 5: Dietary and nutritional supplements including vitamins, minerals, and herbal materials Class 34: Oral vaporizers for smoking purposes for the delivery of vitamins, minerals, and herbal materials
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