

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenpharm Ventures LLC		12/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Webb Enterprises LLC		
Street Address:	19 Kettlepond Road		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90589158	GREENPHARM	
CORRESPONDENCE DATA			
Fax Number:	5167416706		
<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:	5165925921		
Email:	cskop@msek.com		
Correspondent Name:	Charles Skop		
Address Line 1:	990 Stewart Avenue		
Address Line 2:	Suite 300		
Address Line 4:	Garden City, NEW YORK 11530		
NAME OF SUBMITTER:	Charles Skop		
SIGNATURE:	/Charles Skop/		
DATE SIGNED:	12/13/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into this 12th day of December 2022 (the "Effective Date") by and between Greenpharm Ventures LLC, a Delaware limited liability company, having an address of 80 Wilshire Blvd., Brentwood, NY 11717 ("Assignor"), and Webb Enterprises LLC, a Delaware limited liability company, having an address of 19 Kettlepond Road, Jericho, NY 11753 ("Assignee"). Assignor and Assignee are collectively referred to as "Parties" and each a "Party."

WHEREAS, on August 28, 2022, Assignor and certain of its affiliates filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), commencing jointly-administered bankruptcy cases (the "Bankruptcy Cases");

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement dated as of December 12, 2022 (the "Purchase Agreement");

WHEREAS, Assignor is the owner of all trademarks and service marks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the "Assigned Marks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other things, all of Assignor's right, title and interest in and to the Assigned Marks; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably assigns, sells, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Marks including, without limitation, any registrations or applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, and the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof accruing on and after the Effective Date except to the extent relating to or arising out of any Excluded Asset or Excluded Liability.

3. Recordation; Transfer, Further Actions.

(a) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

(b) Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 Marks to Assignee, or any assignee or successor thereto.

4. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

5. Governing Law; Jurisdiction. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws, except where governed by the Bankruptcy Code. Each Party irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Cases have been closed, the state or federal courts located in the State of Delaware.

6. Entire Agreement; Counterparts. This Assignment is intended only to effect the sale, transfer, conveyance, assignment and delivery of the Assigned Marks pursuant to the Purchase Agreement and is in accordance with and is subject to all of the representations, warranties, covenants and agreements set forth in the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment may be executed in counterparts, each of which when taken together shall constitute an original. 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 Agreement. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

[Remainder of page left intentionally blank; signature pages follow]

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

ASSIGNOR

GREENPHARM VENTURES LLC

By: Ian R. Cohen
Name: Ian R. Cohen
Title: Secretary

ASSIGNEE

WEBB ENTERPRISES LLC

By: _____
Name: _____
Title: _____

[Signature Page to the Trademark Assignment Agreement – Greenpharm Ventures LLC]

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

ASSIGNOR

GREENPHARM VENTURES LLC

By: _____
Name: Ian R. Cohen
Title: Secretary

ASSIGNEE

WEBB ENTERPRISES LLC

By: _____
Name: Jessica Webb
Title: CEO

[Signature Page to the Trademark Assignment Agreement – Greenpharm Ventures LLC]

SCHEDULE A

Greenpharm Ventures LLC Trademarks

Mark	Serial No. / Registration No. / Class	Filing Date
GREENPHARM (and Design)	Serial No. 90589158 International Class: 35	March 19, 2021

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