

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warehouse Goods LLC		01/19/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Vibes Holdings LLC		
Street Address:	1005 Lake Ave.		
Internal Address:	Suite 103		
City:	Lake Worth Beach		
State/Country:	FLORIDA		
Postal Code:	33460		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90201716	CATCH A VIBE	
Serial Number:	88918094	VIBES ROLLING PAPERS	
CORRESPONDENCE DATA			
Fax Number:	5715200352		
<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:	7037864770		
Email:	derek@richfllc.com		
Correspondent Name:	Derek Richmond		
Address Line 1:	8300 Greensboro Dr.		
Address Line 2:	L1-222		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
NAME OF SUBMITTER:	Derek Richmond		
SIGNATURE:	/Derek Richmond/		
DATE SIGNED:	01/27/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

Assignor:

WAREHOUSE GOODS LLC
1095 Broken Sound Pkwy NW, #100
Boca Raton, Florida 33487
United States

Assignee:

VIBES HOLDINGS LLC
1005 Lake Ave., Suite 103
Lake Worth Beach FL 33460
United States

WHEREAS, Warehouse Goods, a Delaware Limited Liability Company, having a principal business address of 1095 Broken Sound Parkway NW, #300, Boca Raton, Florida 33487 (hereinafter referred to as "Assignor") is the owner of all right, title and interest in and to the United States Trademarks and/or Service marks, Registrations and/or Applications (hereinafter collectively referred to as the "Marks") listed in attached schedule 1.

WHEREAS, Assignor is desirous of assigning all right, title, and interest in and to the Marks to Vibes Holdings, LLC, a Delaware limited liability company, having a principal business address of 1095 Broken Sound Parkway NW, #300, Boca Raton, Florida 33487 (hereinafter referred to as "Assignee"), and Assignee is desirous of acquiring all right, title, and interest in and to the Marks, including any and all common law rights in and to the Marks.

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 sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest of every nature and kind in and to the following:
 - a. the Marks set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Marks;
 - 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 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 other applicable jurisdictions set forth in Schedule 1, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor will 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 Marks to Assignee, or any assignee or successor thereto.
3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will 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 will 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 will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. All questions concerning the construction, validity and interpretation of this Trademark Assignment will be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[signature page follows]

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

ASSIGNOR: WAREHOUSE GOODS LLC

Date: 1/19/2023

DocuSigned by:
Amir Sadr
-07806CAF96BB4DE...
By: _____
Amir SADR – General Counsel

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date set forth below.

ASSIGNEE: VIBES HOLDINGS LLC

Date: 1/24/2023

DocuSigned by:
Matthew Paul
-0294F739B7D840E...
By: _____
Matt Paul - President

Schedule 1

COUNTRY	MARK	APP NO	APP DATE	REG NO	REG DATE	OWNER
US	CATCH A VIBE	90201716	Sep. 22, 2020			Warehouse Goods LLC
US	VIBES ROLLING PAPERS	88918094	May 15, 2020			Warehouse Goods LLC
CA	VIBES ROLLING PAPERS	2066707	Nov. 12, 2020			Warehouse Goods LLC
EM	VIBES ROLLING PAPERS	018336991	Nov. 12, 2020	018336991	Apr. 23, 2021	Warehouse Goods LLC
GB	VIBES ROLLING PAPERS	UK00003584699	Jan. 26, 2021	UK00003584699	Jun. 11, 2021	Warehouse Goods LLC
UY	VIBES	518368	Oct. 20, 2020	518368	Jul. 19, 2022	Warehouse Goods LLC