

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852364

<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>
222 Holdings, Inc.		07/14/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W&W Enterprises, LLC		
<b>Street Address:</b>	955 Westglow Lane		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80121		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6441390	C.B.D.LUXE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	303-396-0270		
<b>Email:</b>	christina@saunders-saunders.com		
<b>Correspondent Name:</b>	Christina Saunders		
<b>Address Line 1:</b>	401 Main Street, 2nd Floor		
<b>Address Line 2:</b>	PO BOX 680699		
<b>Address Line 4:</b>	Park City, UTAH 84068		
<b>NAME OF SUBMITTER:</b>	Christina Saunders		
<b>SIGNATURE:</b>	/Christina Saunders/		
<b>DATE SIGNED:</b>	11/09/2023		
<b>Total Attachments: 4</b>			
source=Executed Assignment - separate#page1.tif			
source=Executed Assignment - separate#page2.tif			
source=Executed Assignment - separate#page3.tif			
source=Executed Assignment - separate#page4.tif			

OP \$40.00 6441390

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of July 14, 2023, is made by 222 Holdings, Inc. ("**Seller**"), a New York corporation, located at 1008 Woodcliff Drive, Franklin Square, New York 11010 ("**Assignor**"), in favor of W&W Enterprises, LLC, a Colorado limited liability company, located at 955 E. Westglow Ln., Littleton, Colorado 80121 ("**Assignee**"), the assignee of certain assets of Assignor pursuant to this IP Assignment and that certain Settlement Agreement and Release between Assignee and Assignor dated as of even date herewith (the "**Settlement Agreement**").

WHEREAS, under the terms of the Settlement Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, certain intellectual property of Assignor, by executing and delivering this IP Assignment;

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 (the "**Assigned IP**"):

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(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 on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for 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 applicable jurisdictions to record and register this IP Assignment upon request by Assignee. 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 IP to Assignee, or any assignee or successor thereto.

3. Terms of the Settlement Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Settlement Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Settlement 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 Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

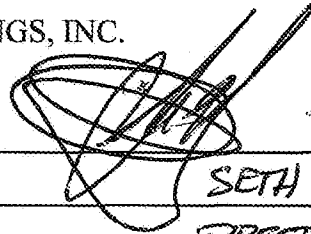
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

222 HOLDINGS, INC.

By



7.12.23

Name:

SETH A LEVITT

Title:

PRESIDENT

Address for Notices:

1121 Jericho Oyster Bay Road  
East Norwich, NY 11732

AGREED TO AND ACCEPTED:

W&W ENTERPRISES, LLC

By William A. Spilo

Name: William A. Spilo

Title: Managing Member

Address for Notices:

955 E. Westglow Ln.  
Littleton, CO 80121

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
C.B.D.LUXE	US	6441390	08/03/2021