

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869989

<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>
CREATE & CULTIVATE, LLC		12/29/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREATE CULTIVATE US INC.		
<b>Street Address:</b>	11 APEX DR.		
<b>Internal Address:</b>	SUITE 300A		
<b>City:</b>	MARLBOROUGH		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01752		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97784931	CREATE & CULTIVATE	
<b>Registration Number:</b>	4720194	CREATE & CULTIVATE	
<b>Registration Number:</b>	5562810	WORKPARTY	
<b>Registration Number:</b>	5904281	CREATE & CULTIVATE	
<b>Registration Number:</b>	5945540	WOMAN WITH A PLAN	
<b>Registration Number:</b>	6053937	CREATE & CULTIVATE	
<b>Registration Number:</b>	6108475	WORK PARTY	
<b>Registration Number:</b>	6114239	WORK PARTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3055037079		
<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>	7865812542		
<b>Email:</b>	christopher@dsmiami.com		
<b>Correspondent Name:</b>	Christopher A. DiSchino, Esq.		
<b>Address Line 1:</b>	4770 BISCAYNE BLVD		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Miami, FLORIDA 33137		

OP \$215.00 97784931

<b>NAME OF SUBMITTER:</b>	Bater, Hernan
<b>SIGNATURE:</b>	/Hernan Bater/
<b>DATE SIGNED:</b>	01/22/2024
<b>Total Attachments: 4</b> source=C&C Trademark Assignment Signed#page1.tif source=C&C Trademark Assignment Signed#page2.tif source=C&C Trademark Assignment Signed#page3.tif source=C&C Trademark Assignment Signed#page4.tif	

**EXHIBIT 9.1(d)**

**TRADEMARK ASSIGNMENT AGREEMENT**

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this "Trademark Assignment") is made as of December 29, 2023, by and between AHCAC (assignment for the benefit of creditors), LLC, a California Limited liability company ("Seller"), in its sole and limited capacity as assignee for the benefit of creditors of Create & Cultivate, LLC, and Create Cultivate US Inc., a Delaware corporation ("Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of December 29, 2023, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, "as is" and "where is", with no representations or warranties other than as set forth in the Asset Purchase Agreement, and subject to all qualifications set forth in the Asset Purchase Agreement, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) any and all trademark rights throughout the world, including without limitation, any and all applications, registrations, and common law marks, including without limitation the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; *provided* that, with respect to any United States intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller 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 before, on and/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. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. On the terms set forth in the Asset Purchase Agreement, Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Trademark Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

4. Counterparts. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Trademark Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

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

6. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

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

**AHCAC (assignment for the benefit of creditors), LLC**

By: Jonathan Wernick

Name: Jonathan wernick

Title: Manager

AGREED TO AND ACCEPTED:


**Create Cultivate US Inc.**

By: Matthew Middleton

Name: Matthew Middleton

Title: Board Member

SCHEDULE I  
ASSIGNED TRADEMARKS

Trademark	Elements	Application Serial No.; Registration No.
CREATE & CULTIVATE	CREATE CULTIVATE	App. #: 97784931
CREATE & CULTIVATE	CREATE CULTIVATE	App. #: 86386196 Reg. #: 4720194
WORKPARTY	WORKPARTY	App. #: 87978052 Reg. #: 5562810
CREATE & CULTIVATE	CREATE CULTIVATE	App. #: 87981757 Reg. #: 5904281
WOMAN WITH A PLAN	WOMAN WITH A PLAN	App. #: 88143308 Reg. #: 5945540
CREATE & CULTIVATE	CREATE CULTIVATE	App. #: 87982864 Reg. #: 6053937
	WORK PARTY	App. #: 88062815 Reg. #: 6108475
WORK PARTY	WORK PARTY	Docket No: None App. #: 88173587 Reg. #: 6114239

TRADEMARK