

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM184398

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900835000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Herbs, Etc. Inc.		01/10/2024	Corporation: NEW MEXICO

RECEIVING PARTY DATA

Company Name:	Trace Herbals, LLC
Street Address:	1340 Rufina Circle
City:	Santa Fe
State/Country:	NEW MEXICO
Postal Code:	87507
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2930698	CHLOROXYGEN
Registration Number:	2947690	SMOKE FREE
Registration Number:	2976067	DEEP HEALTH
Registration Number:	2990640	SINGER'S
Registration Number:	1366948	HERBS ETC.
Registration Number:	1876297	RELEAF
Registration Number:	2100010	DEEP SLEEP
Registration Number:	2163849	SINGER'S SAVING GRACE
Registration Number:	2190527	DEEP SLEEP
Registration Number:	2199570	RELEAF
Registration Number:	2221580	MIGRA-FREE
Registration Number:	2225685	HERBS ETC.
Registration Number:	3633916	ALLERRELEAF
Registration Number:	2496587	HERBS ETC.
Registration Number:	4066252	RELEAF
Registration Number:	2520834	SOLUTIONS YOU TRUST
Registration Number:	2666696	PHYTOCILLIN
Registration Number:	2672379	HERBAPROFEN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2681362	ALLERTONIC
Registration Number:	2823444	IVY ITCH RELEAF
Registration Number:	2834580	RESPIRATONIC

CORRESPONDENCE DATA

Fax Number: 9529959577

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: 9522247285

Email: pat.shriver@fmjlaw.com

Correspondent Name: Ernest Shriver

Address Line 1: 775 Prairie Center Drive

Address Line 2: Suite 400

Address Line 4: Eden Prairie, MINNESOTA 55344

ATTORNEY DOCKET NUMBER:	63198-1
NAME OF SUBMITTER:	ERNEST SHRIVER
SIGNATURE:	ERNEST SHRIVER
DATE SIGNED:	03/11/2024

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is dated effective as of January 10, 2024 between Herbs, Etc., Inc., a New Mexico corporation (“Assignor”), and Trace Herbals, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor desires to assign, transfer, and convey all of its right, title and interest in and to any and all trade names, trade dress, logos, trademarks and service marks, whether or not registered, including all common law rights, including without limitation all applications and/or registrations for such trademarks, trade names, trade dress, logos and/or service marks shown on Schedule A (together with all of Assignor’s right, title and interest thereto, the “Marks”);

WHEREAS, Assignee desired to acquire all of Assignor’s right, title, and interest in and to the Marks; and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of January 10, 2024 (the “Purchase Agreement”), to which Assignor and Assignee are parties, Assignor assigned to Assignee all of Assignor’s right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

Section 1. Assignment. Assignor hereby irrevocably grants, transfers, assigns and conveys to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby.

Section 2. Right to Sue for Infringement. Assignor also assigns to Assignee all claims for damages by reason of past, present or future infringement or misappropriation of the Marks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee’s successors, assigns or other legal representatives.

Section 3. Cooperation. Assignor agrees, without further consideration therefor, to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

Section 4. Power of Attorney. Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney in fact, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Marks that may have accrued in Assignor’s favor from the respective date of first use of any of the Marks to the effective date of

this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

Section 5. Purchase Agreement. Nothing in this Assignment shall alter any liability or obligation of Assignee or Assignor arising under the Purchase Agreement, which shall govern the representations, warranties, and obligations of the parties thereto with respect to the Assets and the Assumed Liabilities. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement, and in the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail

Section 6. Successors and Assigns. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

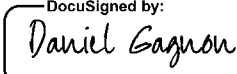
Section 7. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of Delaware. ANY DISPUTES HEREUNDER OR IN CONNECTION HEREWITH SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL OR STATE COURTS LOCATED IN WILMINGTON, DELAWARE, AND EACH PARTY AGREES TO SUBMIT TO, AND AGREES NOT TO CHALLENGE, THE JURISDICTION OF SUCH COURT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY WAIVES AND COVENANTS THAT IT SHALL NOT ASSERT ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN CONNECTION WITH THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. Should it become necessary for either Party to institute legal action to enforce the terms and conditions of this Agreement, and such legal action results in a final judgment in favor of one Party, the prevailing Party shall be entitled to payment from the other Party of all of the prevailing Party's reasonable attorneys' fees and related costs at all trial and appellate levels..

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date first written above.

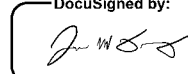
ASSIGNOR:

Herbs, Etc., Inc.

By: 
SEAGAD94B95C4CF...
Daniel Gagnon, its President

ASSIGNEE:

Trace Herbals, LLC

By: 
50EDE03C9D3B413...
Matt Denny, its authorized signatory

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>
Releaf (PMS)	74423294	1876297
Chloroxygen	78323673	2930698
Smoke Free	78238069	2947690
Deep Heatlh	78416597	2976067
Singer's	78395776	2990640
Herbs Etc. (& Design)	73492829	1366948
Deep Sleep (Enzymatic)	74728467	2100010
Singer's Saving Grace	75284955	2163849
Deep Sleep	75271101	2190527
Releaf (Nutritional Supplements)	75304061	2199570
Migra-Free	75408044	2221580
Herbs Etc.	75408045	2225685
AllerReleaf	77451278	3633916
Herbs Etc.	75508185	2496587
ReLeaf (Herbal Supplements)	85255034	4066252
Solutions You Trust	75766744	2520834
Phytocillin	78117219	2666696
Herbaprofen	78122886	2672379
Allertonic	78120025	2681362
Ivy Itch Relief	78238085	2823444
Respiratonic	78243436	2834580