

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI36015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
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:	108 Lakeland Avenue		
City:	DOVER		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3633916	ALLERRELEAF	
Registration Number:	2681362	ALLERTONIC	
Registration Number:	2930698	CHLOROXYGEN	
Registration Number:	2976067	DEEP HEALTH	
Registration Number:	2100010	DEEP SLEEP	
Registration Number:	2190527	DEEP SLEEP	
Registration Number:	2672379	HERBAPROFEN	
Registration Number:	1366948	HERBS ETC.	
Registration Number:	2225685	HERBS ETC.	
Registration Number:	2496587	HERBS ETC.	
Registration Number:	2823444	IVY ITCH RELEAF	
Registration Number:	2221580	MIGRA-FREE	
Registration Number:	2666696	PHYTOCILLIN	
Registration Number:	1876297	RELEAF	
Registration Number:	4066252	RELEAF	
Registration Number:	2199570	RELEAF	
Registration Number:	2834580	RESPIRATONIC	
Registration Number:	2990640	SINGER'S	
Registration Number:	2163849	SINGER'S SAVING GRACE	

OP \$540.00.00 77451278

Property Type	Number	Word Mark
Registration Number:	2947690	SMOKE FREE
Registration Number:	2520834	SOLUTIONS YOU TRUST

CORRESPONDENCE DATA

Fax Number: 2149994667

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: 2149994283

Email: ipdocketing@foley.com

Correspondent Name: MS. Thomas Tran

Address Line 1: 2021 McKinney Avenue

Address Line 2: Suite 1600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	13961-3000 and others
NAME OF SUBMITTER:	MR. TUAN TRAN
SIGNATURE:	MR. TUAN TRAN
DATE SIGNED:	03/01/2024

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter “Assignment”) made effective January 10, 2024, (the “Effective Date”) is by and between Herbs, Etc., Inc., a New Mexico corporation (“Assignor”), and Trace Herbals, LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are collectively referred to herein as the “Parties.”

WHEREAS, Assignor owns the entire rights, title and interest in and to the trademarks and trademark registrations (hereinafter referred to collectively as “Trademarks”) listed on the attached Schedule 1;

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of January 10, 2024, between Assignor, Assignee, and the other parties thereto, Assignor has agreed to assign to Assignee the entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and any and all common law rights of such Assignor to the Trademarks; and

WHEREAS, Assignee desires to obtain the entire right, title and interest in and to said Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, and any and all common law rights of such Assignor to the Trademarks, all on the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration for the foregoing premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to said Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, any and all common law rights of Assignor to such Trademarks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Trademarks, and in and to all rights corresponding to the foregoing throughout the world.

2. Further Assurances. Assignor agrees to execute all papers and to perform such other proper acts as said Assignee may deem necessary to secure to Assignee or to its designee the rights herein assigned, including, but not limited to, executing and delivering to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee all rights herein assigned.

3. Counterparts. This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement.

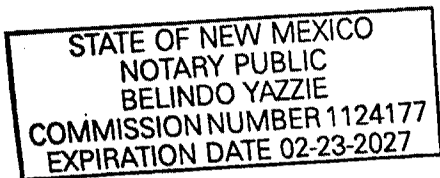
ASSIGNEE:

TRACE HERBALS, LLC

By: Marquez D. Bela
Name: Marquez Bela
Title: Authorized Signatory

STATE OF New Mexico §
COUNTY OF Bernalillo §
§

On this 09 day of January, personally appeared before me Marquez Bela, known to me to be the Assignee of Trace Herbals, LLC, a Delaware limited liability company, the Assignee named in the forgoing Agreement, and acknowledged that he/she executed the foregoing Agreement on behalf of said Assignee and pursuant to authority duly received.



Belindo Yazzie
Notary Public, State of New Mexico

SCCHEDULE 1¹

1. Trademark Registrations and Applications for Registration

Country	Trademark	Registration No.	Registration Date	Goods/Services (Int. Class No.)
USA	ALLERRELEAF	3633916	June 9, 2009	Int. Class No. 5
USA	ALLERTONIC	2681362	January 28, 2003	Int. Class No. 5
USA	CHLOROXYGEN	2930698	March 8, 2005	Int. Class No. 5
USA	DEEP HEALTH	2976067	July 26, 2005	Int. Class No. 5
USA	DEEP SLEEP	2100010	September 23, 1997	Int. Class No. 5
USA	DEEP SLEEP	2190527	September 22, 1998	Int. Class No. 5
USA	HERBAPROFEN	2672379	January 7, 2003	Int. Class No. 5
USA	HERBS ETC.	1366948	October 22, 1985	Int. Class No. 31
USA	HERBS ETC.	2225685	February 23, 1999	Int. Class No. 5
USA	HERBS ETC.	2496587	October 9, 2001	Int. Class No. 42
USA	IVY ITCH RELEAF	2823444	March 16, 2004	Int. Class No. 5
USA	MIGRA-FREE	2221580	February 2, 1999	Int. Class No. 5
USA	PHYTOCILLIN	2666696	December 24, 2002	Int. Class No. 5
USA	RELEAF	1876297	January 31, 1995	Int. Class No. 5
USA	RELEAF	4066252	December 6, 2011	Int. Class No. 5
USA	RELEAF	2199570	October 27, 1998	Int. Class No. 5

USA	RESPIRATONIC	2834580	April 20, 2004	Int. Class No. 5
USA	SINGER'S	2990640	August 30, 2005	Int. Class No. 5
USA	SINGER'S SAVING GRACE	2163849	June 9, 1998	Int. Class No. 5
USA	SMOKE FREE	2947690	May 10, 2005	Int. Class No. 5
USA	SOLUTIONS YOU TRUST	2520834	December 18, 2001	Int. Class No. 5

2. Common Law Trademarks²

Country	Common Law Trademark	Goods/Services