

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioVapor Solutions LLC		11/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Warehouse Goods, Inc.		
Street Address:	6501 Park of Commerce Blvd.		
Internal Address:	Suite 200		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86670633	AEROSPACED	
Serial Number:	86670622	GROOVE	
CORRESPONDENCE DATA			
Fax Number:	2127986358		
<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:	212-326-0809		
Email:	mhuq@pryorcashman.com, tmdocketing@pryorcashman.com, jalbrink@pryorcashman.com		
Correspondent Name:	Muzamil A. Huq		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Muzamil A. Huq		
SIGNATURE:	/mhuq/		
DATE SIGNED:	11/20/2015		
Total Attachments: 3			
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source=Assignment of Trademark BioVapor to WHG executed#page2.tif			

OP \$65.00 86670633

ASSIGNMENT OF TRADEMARK

This Assignment (this "Assignment") is made and entered into effective as of November 5, 2015 by and between BioVapor Solutions LLC, a Delaware limited liability company with an address of 113 Barksdale Professional Center, Newark, DE 19711 ("Assignor"), on one hand, and Warehouse Goods, Inc., a Florida corporation with an address of 6501 Park of Commerce Blvd., Suite 200, Boca Raton, FL 33487 ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of trademark applications for the marks set forth on Schedule A attached hereto (the "Marks");

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in, to and under the Marks, throughout the world in perpetuity, and any renewals, reissues and extensions thereof, together with the goodwill associated with the Marks and that part of Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Marks, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights currently known to Assignor as of the date hereof or that may become known after the date of this Assignment.

Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Marks to any third party.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Marks as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

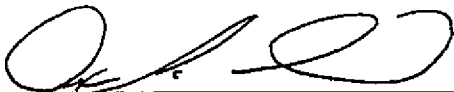
Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures sent by PDF shall be as binding as original signatures.

IN WITNESS WHEREOF, have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.


ASSIGNOR:

BIOVAPOR SOLUTIONS LLC

By: 
Name: *Aaron LoCascio*
Title:

ASSIGNEE:

WAREHOUSE GOODS, INC.

By: 
Name: Aaron LoCascio
Title: CEO

SCHEDULE A

Marks

AEROSPACED in cl. 34, U.S. Appl. Ser. No. 86/670,633, filed June 22, 2015.

GROOVE

in cl. 34, U.S. Appl. Ser. No. 86/670,622, filed June 22, 2015.