

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527428

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		06/11/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Warehouse Goods LLC		
Street Address:	1095 Broken Sound Parkway		
Internal Address:	Suite 300		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4549001	HOLD YOUR FIRE	
Registration Number:	4605683	BIOVAPOR	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<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 0831		
Email:	tlee@pryorcashman.com, jalbrink@pryorcashman.com, tmdocketing@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	17969.00003		
NAME OF SUBMITTER:	Teresa Lee		
SIGNATURE:	/tlee/		
DATE SIGNED:	06/12/2019		
Total Attachments: 5			
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ASSIGNMENT

THIS ASSIGNMENT (hereinafter, "Agreement") is made effective as of June 11, 2019 (hereinafter, the "Effective Date") between BioVapor Solutions LLC, a Delaware limited liability company having an address at 113 Barksdale Professional Center, Newark, Delaware 19711 (hereinafter, "Assignor"), and Warehouse Goods LLC, a Delaware limited liability company having an address at 1095 Broken Sound Parkway, Suite 300, Boca Raton, Florida 33487 (hereinafter, "Assignee").

WHEREAS, Assignor is the owner of the designations, HOLD YOUR FIRE® (hereinafter, the "HOLD YOUR FIRE Mark"), covering "electric vaporizers; electrically powered handheld vaporizers for vaporizing vaporizable constituents of herbal and plant matter for creating an aroma; air freshener dispensers for dispensing air fresheners; personal aroma diffuser; apparatus and instruments for perfuming, deodorizing and freshening the air, namely, electric room deodorizing units, electric perfume diffuser for air fresheners and deodorizers to be plugged into wall outlets or to be battery operated, electric perfume and essential oil diffusers; aromatherapy apparatus and instruments, namely, electric and battery operated aromatherapy units; air purifying apparatus, air deodorizing apparatus, namely, electric air deodorizers for air freshening; electric diffusers for diffusing fragrance, herbs and essential oils; diffusers for diffusing aromatic mist, fragrance and aromatherapy product; electric diffusers for diffusing and collecting synthetic odors and fragrances; electric diffusers for diffusing and collecting natural odors and fragrances; room fresheners for air freshening; electrically powered vaporizers for vaporizing vaporizable constituents of herbal and plant matter for creating an aroma." in cl. 11 as set forth under U.S. Reg. No. 4,549,001 (hereinafter, the "HOLD YOUR FIRE Registration") and BIOVAPOR *with Design*® (hereinafter, the BIOVAPOR Logo) covering "electric vaporizers" in cl. 11 as set forth

under U.S. Reg. No. 4,605,683 (hereinafter, the “BIOVAPOR Logo Registration”) (the HOLD YOUR FIRE Mark and the BIOVAPOR Logo are hereinafter collectively referred to as the “Marks”; and the HOLD YOUR FIRE Registration and the BIOVAPOR Logo Registration are hereinafter collectively referred to as the “Registrations”; and the Marks and Registrations are hereinafter collectively referred to as the “Property”); and

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, grants and conveys to Assignee, its successors, assigns and legal representatives forever, Assignor’s entire right, title and interest in and to such Property throughout the world in perpetuity, together with the goodwill associated therewith and that part of the 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 Property, including without limitation Assignor’s common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the “Transferred Rights”), and any and all of Assignor’s rights to obtain renewals, reissues, and extensions for such Property upon registration of such Property throughout the world, or other legal protections pertaining to the Transferred Rights.

2. Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, has not conveyed any interest in or right to the Property to any third party and Assignee shall have no restrictions on the Assignee's further assignment of the rights, title and interest in and to the Property and the goodwill and rights appurtenant thereto, to any party it so desires.

3. Assignor covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Property, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Property in said Assignee, its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark and service mark protection for the Property in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

4. Assignor authorizes and requests the USPTO, or any foreign equivalent thereof, to record Assignee as the owner of the Property and of any and all 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.

5. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. No provision of this Agreement is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

7. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to its conflicts of laws rules.

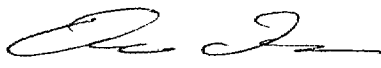
8. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute a single instrument, and shall be effective when both parties have executed a counterpart and may be executed by facsimile or PDF signature, with all facsimile and PDF signatures to be deemed original signatures and equivalent thereto for all purposes.

[Signature page follows, remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

BIOVAPOR SOLUTIONS LLC

By: 

Name: Douglas Fischer
Title: General Counsel

ASSIGNEE:

WAREHOUSE GOODS LLC



By: _____
Name: Douglas Fischer
Title: General Counsel