

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566226

<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>
Green and Wild LLC		03/05/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Greener and Wilder LLC		
<b>Street Address:</b>	7427 NC Highway 58 South		
<b>City:</b>	Stantonsburg		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27883		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88306751	GREEN AND WILD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5169375050		
<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>	5169375900		
<b>Email:</b>	ldvoskin@mwcllp.com		
<b>Correspondent Name:</b>	Lisa Dvoskin, Esq.		
<b>Address Line 1:</b>	Moomjian, Waite & Coleman, LLP		
<b>Address Line 2:</b>	100 Jericho Quadrangle, Suite 208		
<b>Address Line 4:</b>	Jericho, NEW YORK 11753		
<b>NAME OF SUBMITTER:</b>	Lisa Dvoskin, Esq.		
<b>SIGNATURE:</b>	/Lisa Dvoskin/		
<b>DATE SIGNED:</b>	03/10/2020		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of March 5, 2020 between **Green and Wild LLC**, a North Carolina limited liability company ("ASSIGNOR"), and **Greener and Wilder LLC**, a North Carolina limited liability company ("ASSIGNEE"), pursuant to that certain Asset Purchase Agreement, dated as of March 5, 2020, by and among ASSIGNOR, ASSIGNEE and the other named parties thereto (the "Asset Purchase Agreement").

**WHEREAS**, ASSIGNOR is the owner of record of the trademark application filed with the United States of America Patent and Trademark Office (the "Trademark") and pending federal registration pertaining thereto (the "Federal Registration") listed on Exhibit A hereto; and

**WHEREAS**, pursuant to the terms of the Asset Purchase Agreement, ASSIGNOR has agreed to sell, contribute, transfer, convey, assign and deliver to ASSIGNEE, and ASSIGNEE has agreed to receive and accept from ASSIGNOR, the Trademark and the portion of the ASSIGNOR'S ongoing and existing business to which the Trademark pertains, including any goodwill associated with the use thereof and the pending Federal Registration; and

**WHEREAS**, the execution and delivery of this Assignment is an obligation of Assignor and Assignee under the terms of the Asset Purchase Agreement.

**NOW THEREFORE TO ALL WHOM IT MAY CONCERN** be it known that for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of 12:01 a.m. Eastern Standard Time on the Closing Date, as defined in the Asset Purchase Agreement, ASSIGNOR has sold, contributed, assigned, transferred, conveyed and delivered, and by these presents, hereby sells, contributes, assigns, transfers, conveys and delivers, and ASSIGNEE hereby accepts, all of ASSIGNOR'S rights, title and interests in and to the Trademark and the portion of the ASSIGNOR'S ongoing and existing business to which the Trademark pertains, including any goodwill associated with the use of the Trademark, together with all rights of action, in law and in equity, for past or future infringements thereof, and the pending Federal Registration, and any renewals thereof, unto ASSIGNEE; the Trademark to be held and enjoyed by ASSIGNEE, its successors and assigns, the same as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by ASSIGNEE.

This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Purchase Agreement, the terms and conditions of which are hereby incorporated to this Assignment by this reference. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall control.

This Assignment shall be controlled by the laws of the State of Delaware without giving effect to its conflicts of laws principles.

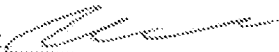
The parties agree to execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and other instruments, and take such further actions, as may be necessary or appropriate to assure fully to Assignee all of the rights, title, interests, remedies, powers and privileges intended to be conveyed to Assignee under this Assignment, and to otherwise make effective as promptly as practical the transactions contemplated hereby.

This Assignment may be executed simultaneously or in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument. Facsimile, portable document format (PDF), or other scanned-format signatures shall have the same force and effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Intellectual Property and Domain Name Assignment to be executed by their duly authorized officials on the date above first written.

**GREEN AND WILD LLC**

By:   
Name: Moshe "Mark" Mueller  
Title: Authorized Agent

**GREENER AND WILDER LLC**

By: \_\_\_\_\_  
Name: Victor Krahn  
Title: President & Secretary

**IN WITNESS WHEREOF**, ASSIGNOR and ASSIGNEE have caused this Intellectual Property and Domain Name Assignment to be executed by their duly authorized officials on the date above first written.

**GREEN AND WILD LLC**

By: \_\_\_\_\_  
Name: Moshe "Mark" Mueller  
Title: Authorized Agent

**GREENER AND WILDER LLC**

By:  \_\_\_\_\_  
Name: Victor Krahn  
Title: President & Secretary

EXHIBIT A  
TRADEMARKS

Trademark Application (filed with the United States Patent and Trademark Office):

1. Trademark Application (Serial No. 88/306751) filed on February 19, 2019 for “GREEN AND WILD”.