

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nuwave Retail LLC		03/12/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Incrementum Brands LLC		
Street Address:	9711 S Mason Rd STE 125. #105		
City:	Richmond		
State/Country:	TEXAS		
Postal Code:	77407		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5750369	CRAFTYMINT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8333266529		
Email:	paul@ecom.law		
Correspondent Name:	Paul Rafelson		
Address Line 1:	8401 Lake Worth Road Suite 230		
Address Line 4:	Lake Worth, FLORIDA 33467		
NAME OF SUBMITTER:	Paul Rafelson		
SIGNATURE:	/Paul Rafelson/		
DATE SIGNED:	04/13/2021		
Total Attachments: 4			
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OP \$40.00 5750369

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of February 1, 2021 is made by Nuwave Retail LLC, a Texas Limited Liability Company, located at 9630 CLAREWOOD DR STE C1 HOUSTON, TX 77036 ("**Assignor**"), in favor of Incrementum Brands LLC., a Delaware Limited Liability Company located at 9711 S Mason Rd, STE 125 #105, Richmond, Texas 77407 ("**Assignee**"), the purchaser of certain assets of Assignor pursuant to the Joint Venture Agreement between Assignee and Assignor dated as of February 1, 2021 (the "**Joint Venture Agreement**").

WHEREAS, under the terms of the Joint Venture Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and

delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Joint Venture Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Joint Venture Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Joint Venture Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Joint Venture Agreement and the terms hereof, the terms of the Joint Venture Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

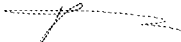
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

Nuwave Retail LLC

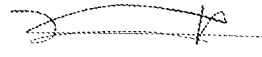
By  03 / 12 / 2021
Name: Brian Dao

Title: Owner

Address for Notices: 9630 CLAREWOOD DR
STE C1 HOUSTON, TX 77036

ASSIGNEE:

Incrementum Brands LLC

By  03 / 15 / 2021
Name: Liran Hirschhorn

Title: Manager

TRADEMARK

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Craftymint	United States	5750369	May 14, 2019