

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651355

<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>
Eyce LLC		03/02/2021	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Warehouse Goods LLC		
<b>Street Address:</b>	1095 Broken Sound Pkwy		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33487		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88201116	EYCE	
<b>Serial Number:</b>	90062148	EYCE	
<b>Serial Number:</b>	87420491	EYCE EYCE	
<b>Serial Number:</b>	88751631		
<b>Serial Number:</b>	88751640		
<b>Serial Number:</b>	90062132		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	5612886578		
<b>Email:</b>	drichmond@gnln.com		
<b>Correspondent Name:</b>	Derek Richmond		
<b>Address Line 1:</b>	Suite 300		
<b>Address Line 2:</b>	1095 Broken Sound Pkwy		
<b>Address Line 4:</b>	Boca Raton, FLORIDA 33487		
<b>NAME OF SUBMITTER:</b>	Derek Richmond		
<b>SIGNATURE:</b>	/Derek Richmond/		

OP \$165.00 88201116

<b>DATE SIGNED:</b>	06/02/2021
---------------------	------------

**Total Attachments: 8**

- source=EYCE\_to\_WHG\_Trademark\_Assignment\_(Execution\_Copy)#page1.tif
- source=EYCE\_to\_WHG\_Trademark\_Assignment\_(Execution\_Copy)#page2.tif
- source=EYCE\_to\_WHG\_Trademark\_Assignment\_(Execution\_Copy)#page3.tif
- source=EYCE\_to\_WHG\_Trademark\_Assignment\_(Execution\_Copy)#page4.tif
- source=EYCE\_to\_WHG\_Trademark\_Assignment\_(Execution\_Copy)#page5.tif
- source=EYCE\_to\_WHG\_Trademark\_Assignment\_(Execution\_Copy)#page6.tif
- source=EYCE\_to\_WHG\_Trademark\_Assignment\_(Execution\_Copy)#page7.tif
- source=EYCE\_to\_WHG\_Trademark\_Assignment\_(Execution\_Copy)#page8.tif

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Patent Assignment"), is made as of March 2, 2021, by and between Eyce LLC, a Colorado limited liability company ("Seller"), and Warehouse Goods LLC, a Delaware limited liability company ("Buyer").

### RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of March 2, 2021 (the "Asset Purchase Agreement") by and among Seller, Buyer and Charles Hoch and Bruce Hoch, each individual residents of the State of Oregon; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Seller has agreed to sell, convey, assign, transfer and deliver to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark 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, Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer all of Seller's right, title, and interest of every nature and kind in and to the following:

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

(b) all rights of any kind whatsoever of Seller 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 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 before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any other applicable jurisdictions set forth in Schedule 1, to record and

register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.

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

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

6. Governing Law. All questions concerning the construction, validity and interpretation of this Trademark Assignment will be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

**SELLER:**

**Eyece LLC**

DocuSigned by:  
By: Charles Hoch  
Name: Charles Hoch  
Title: Chief Executive Officer

**BUYER:**

**Warehouse Goods LLC**

By: \_\_\_\_\_  
Name: Aaron LoCascio  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

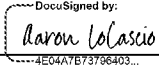
**SELLER:**

**Eyece LLC**

By: \_\_\_\_\_  
Name: Charlie Hoch  
Title: Chief Executive Officer

**BUYER:**

**Warehouse Goods LLC**

By:  \_\_\_\_\_  
Name: Aaron LoCascio  
Title: Chief Executive Officer

**(a)(i)(B)**

**Trademarks:**

COUNTRY	MARK	APP NO	APP DATE	REG NO	REG DATE	OWNER
United States of America	EYCE (Stylized)	88201116	Nov 20, 2018	5781586	Jun 18, 2019	Eyce LLC.
China	EYCE (Stylized)	39529629	Jul 9, 2019	39529629	Feb 28, 2020	Eyce LLC.
United States of America	EYCE (Stylized)	90062148	Jul 20, 2020			Eyce LLC.
China	EYCE (Stylized)	53029319	Jan 15, 2021			Eyce LLC.
China	EYCE (Stylized)	53021779	Jan 15, 2021			Eyce LLC.
United States of America	EYCE EYCE & Design	87420491	Apr 21, 2017	5478687	May 29, 2018	Eyce LLC.
United States of America	Miscellaneous Design (Arrow)	88751631	Jan 8, 2020	6107176	Jul 21, 2020	Eyce LLC.
China	Miscellaneous Design (Arrow)	43551610	Jan 3, 2020	43551610	Sep 21, 2020	Eyce LLC.
United States of America	Miscellaneous Design (Arrow)	88751640	Jan 8, 2020	6107177	Jul 21, 2020	Eyce LLC.
United States of America	Miscellaneous Design (Arrow)	90062132	Jul 20, 2020			Eyce LLC.

**(a)(i)(C)**

**Domain Names and Social Media Accounts:**

Domain Name	Status	Expiration Date	Auto-renew	Lock
durabilitythatrips.com	Active	10/20/2021	On	Locked
eyce.com	Active	12/27/2020	On	Locked
eycebong.com	Active	10/23/2021	On	Locked
EYCEMOLDS.COM	Active	8/31/2021	On	Locked

eycepipes.com	Active	10/20/2021	On	Locked
eycesilicone.com	Active	10/20/2021	On	Locked
eycewholesale.com	Active	7/14/2021	On	Locked
smokeit.com	Active	6/13/2021	On	Locked

- Instagram: @eycemolds
- Facebook: facebook.com/eycemolds
- YouTube: <https://www.youtube.com/eycemolds>
- LinkedIn: <https://www.linkedin.com/company/eyce-llc>
- Hashtags: #eycemolds, #eyce, #eycebong, #eycemold, #eycepipe, #eycesilicone

**(a)(i)(D)**

None.

**(a)(ii)**

See attached.

**(a)(iii)**

None.

**(a)(iv)**

1. The Accessory Development and License Agreement.
2. Merchandising License Agreement, dated April 3, 2019, by and between Seller and Easy Partners, LLC.
3. Moose Labs LLC Licensing Agreement, dated October 1, 2017, by and between Seller and Moose Labs LLC.
4. Consignment Agreement, dated May 8, 2020, by and between Seller and Pete Gilcrease.
5. Website Asset Purchase Agreement, dated August 19, 2020, by and between Seller and Smokeit.com.
6. The Master Distribution Agreement.
7. Email Consent for 4114 Blaster Font Use, dated Tuesday November 13, 2018, by and between Seller and Daniel Zadorozny.




8. SolidWorks License Quote, dated July 12, 2019.

**(b)(iii)**

1. Cease and Desist Letter, dated February 20, 2019, regarding the infringement of Piecemaker, LLC Patent Rights.
2. Covenant Not to Sue, dated February 18, 2020 by and between Piecemaker, LLC and Seller.
3. Cease and Desist Letter, dated July 11, 2019 re unlicensed use of SolidWorks.

**(b)(v)**

1. Eyce learned of applications owned by Ningbo Shucheng Import and Export Trade Co., Ltd. for the EYCE (Stylized) mark, against which it filed oppositions. The oppositions were not successful, and Eyce filed invalidation actions against these registrations owned by Ningbo Shucheng Import and Export Trade Co., Ltd. on February 19.

<b>Trademark</b>	<b>Reg. No.</b>	<b>Class</b>	<b>Appl. Date</b>	<b>Goods</b>
	34320484	34	October 29, 2018	Tobacco; cigarettes; herbs for smoking; tobacco pipes; cigarette cases; cigarette holders; lighters for smokers; cigarette filters; flavourings, other than essential oils, for tobacco; electronic cigarettes.
	34865880	1	November 23, 2018	Silica gel; silicones; organic silicon resin; polyurethane; adhesives for industrial purposes; viscose; adhesives for paperhanging; plastisols; glue for industrial purposes; curing agent.

**(b)(vi)**

1. Company currently uses unlicensed fonts in advertising materials.

**(b)(vii)**

1. Confidential Settlement Agreement, dated September 15, 2020, by and between Seller and DHC Supply LLC.
2. Settlement Agreement and Release of Claims, Dated September 21, 2018, by and between Seller and iKash, LLC dba WeVape.
3. Cease and Desist Letters dated Sept. 28, 2020 and October 14, 2020 to ECigMasters.
4. Cease and Desist Letter dated July 20, 2020 to Sol Trading and response on November 25, 2020.
5. Cease and Desist Letters dated Sept. 28, 2020 and October 14, 2020 to LA Wholesale Kings.
6. Cease and Desist Letters dated Aug. 25, 2020 and September 9, 2020 to Sweet Silicone.

7. Cease and Desist Letters dated Aug. 24, 2020 and September 9, 2020 to The Odyssey Group.
8. Cease and Desist Letters dated July 11, 2018 and July 20, 2018 to Price Check.
9. Cease and Desist Letters dated June 4, 2020 and August 4, 2020 to Mike's Worldwide LLC dba Mike's Worldwide Inc.

See disclosure at Section (b)(v).