TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM688124

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Worldlink Supply, Inc.		11/08/2021	Corporation:

RECEIVING PARTY DATA

Name:	Vego Garden, Inc.
Street Address:	211 Highland Cross Drive, Suite 111
City:	Houston
State/Country:	TEXAS
Postal Code:	77073
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	97016797	VEGO GARDEN
Serial Number:	88960586	VEGO GARDEN
Serial Number:	90316541	VEGO

CORRESPONDENCE DATA

Fax Number:

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.

Email: taylorm@monroeelitelaw.com

Correspondent Name: Taylor Monroe Address Line 1: 1408 Iroquois Dr.

Address Line 4: GARLAND, TEXAS 75043

NAME OF SUBMITTER:	Taylor James Monroe	
SIGNATURE:	/Taylor James Monroe/	
DATE SIGNED:	11/15/2021	

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into this 8th day of November, 2021 (the "**Effective Date**") by and between Worldlink Supply, Inc., a corporation duly organized and existing under the laws of the State of Texas and having its principal place of business at 211 Highland Cross Drive, Suite 111, Houston, Texas 77073 ("**Assignor**") and Vego Garden, Inc., a corporation duly organized and existing under the laws of the State of Texas and having it principal place of business at 211 Highland Cross Drive, Suite 111, Houston, TX 77073 ("**Assignee**").

- A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A or otherwise using the word "Vego" (collectively the "Marks") and;
- B. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.
- NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:
- 1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
 - 2. Assignor represents and warrants that:
 - (i) Assignor owns the entire right, title and interest in and to the Marks;
 - (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;
 - (iv) there are no liens or security interests against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.
- 3. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.
 - 4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.
- 5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.
- 6. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of prior agreements.

7. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

8. Miscellaneous.

- (a) This Agreement, and Exhibit A constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
- (b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Texas. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
- (c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
- (d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:	ASSIGNEE: Vego Garden, Inc.	
Worldlink Supply, Inc.		
By:	Ву:	
Name: Yuan Xie	Name: Yuan Xie	
Title: CEO	Title: <u>CEO</u>	

RECORDED: 11/15/2021

97016797 88960586 Serial No. 90316541 USAUSA USA Country of Reg, **VEGO** VEGO GARDEN Title/Mark VEGO GARDEN 09/08/2021 06/11/2021 File Date 11/12/2020 Pending Pending Reg. No. 6243916 Pending 01/12/2021 Pending Reg. Date

Exhibit A

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