

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715579

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900669262

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Organicix LLC		11/29/2021	Limited Liability Company: NEVADA
Asian ProSource, LLC		11/29/2021	Limited Liability Company: NEVADA
EAST-WEST Brodge, Inc.		11/29/2021	Corporation: NEVADA
Cortney Smith		11/29/2021	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Warehouse Goods LLC
Street Address:	1095 Broken Sound Pkwy
Internal Address:	Suite 300
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33487
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5676924	MIQRO
Registration Number:	5465227	I Q
Registration Number:	6102622	DAVINCI MIQRO
Registration Number:	4391218	DA VINCI
Registration Number:	6113075	CLEAN. COOL. CONTROL.
Registration Number:	4606457	ASCENT
Serial Number:	87853003	DA VINCI LYT
Serial Number:	87869220	LYT
Serial Number:	90553840	DV 2
Serial Number:	90546818	IQ3
Serial Number:	90554642	IQ 3
Serial Number:	90423676	CLEAN FIRST
Serial Number:	90541869	IQC

Property Type	Number	Word Mark
Serial Number:	90533255	IQ C
Serial Number:	90530396	DV2
Serial Number:	87396684	
Serial Number:	87396629	

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.

Phone: 5612886578
Email: drichmond@greenlane.com
Correspondent Name: Derek Richmond
Address Line 1: 1095 Broken Sound Pkwy
Address Line 2: Suite 300
Address Line 4: Boca Raton, FLORIDA 33487

NAME OF SUBMITTER:	Derek Richmond
SIGNATURE:	/Derek Richmond/
DATE SIGNED:	03/21/2022

Total Attachments: 6
source=Enduro - APA - Exhibit D2 - TM Assignment#page1.tif
source=Enduro - APA - Exhibit D2 - TM Assignment#page2.tif
source=Enduro - APA - Exhibit D2 - TM Assignment#page3.tif
source=Enduro - APA - Exhibit D2 - TM Assignment#page4.tif
source=Enduro - APA - Exhibit D2 - TM Assignment#page5.tif
source=2022_03_21_Recordation_Cover_Sheet_Corrected#page1.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”), is made as of November 29, 2021, by and among Organicix, LLC (d/b/a DaVinci Tech), a Nevada limited liability company located at 6770 Paradise Road, Las Vegas, Nevada 89119 (“**DaVinci**”), Asian ProSource, LLC, a Nevada limited liability company located at 6770 Paradise Road, Las Vegas, Nevada 89119 (“**ProSource**”), East-West Bridge, Inc., a Nevada corporation (“**East-West**”), and, Cortney Smith an individual, domiciled at 1561 Sabatini Drive, Henderson, Nevada 89052 (“**C. Smith**,” and collectively with DaVinci, ProSource, and East-West, “**Seller**”), and Warehouse Goods LLC, a Delaware limited liability company located at 1095 Broken Sound Pkwy NW Ste 300, Boca Raton, Florida 33487 (“**Buyer**”), the purchaser of certain assets of Seller.

WHEREAS, Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of October 13, 2021 (the “**Asset Purchase Agreement**”) by and among Seller, Buyer and the other parties named therein; and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to convey, transfer, and assign 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, who is the successor to assignor’s ongoing and existing business to which this trademark assignment and the trademarks identified herein pertains, 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 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 Florida, without giving effect to any choice of law or conflict of law provision (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

[signature page follows]

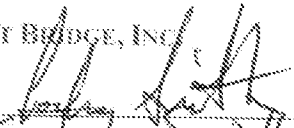
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

SELLER:

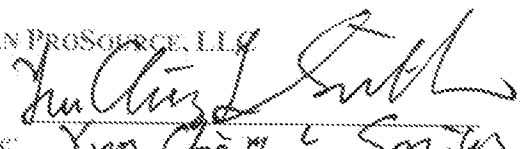
ORGANICIX, LLC (D/B/A/DANCI TECH)

By: 
Courtney Smith, Manager

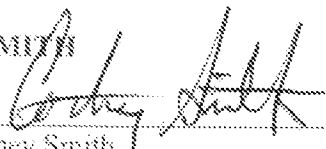
EAST-WEST BRIDGE, INC.

By: 
Name: Courtney Smith
Its: President

ASIAN PROSOURCE, LLC

By: 
Name: Yun Ching C. Smith
Its: CEO

C. SMITH


Courtney Smith

BUYER:

WAREHOUSE GOODS LLC

By: _____
Name: _____
Title: _____

Confidential

Execution Version

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

SELLER:

ORGANICIX, LLC (D/B/A DAVINCI TECH)

By: _____
Courtney Smith, Manager

EAST-WEST BRIDGE, INC.

By: _____
Name: _____
Its: _____

ASIAN PROSOURCE, LLC

By: _____
Name: _____
Its: _____

C. SMITH

Cortney Smith

BUYER:

DocuSigned by:
WAREHOUSE GOODS LLC
By: _____
Name: Nicholas Kovacevich
Title: Trustee