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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM831512

NATURE OF CONVEYANCE.	MISSION TYPE:	NEW ASSIGNMENT
MATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	URE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gurkha Provisions, LLC		08/08/2023	Corporation:

RECEIVING PARTY DATA

Name:	Nesis Labs, LLC	
Street Address:	701 Quentin Road	
City:	Lebanon	
State/Country:	PENNSYLVANIA	
Postal Code:	17042	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6754744	NESIS

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: brian@oldcitygoods.com

Correspondent Name: Brian Stanilla
Address Line 1: 701 Quentin Road

Address Line 4: Lebanon, PENNSYLVANIA 17042

NAME OF SUBMITTER:	Brian Stanilla
SIGNATURE:	/bs/
DATE SIGNED:	08/13/2023

Total Attachments: 3

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TRADEMARK REEL: 008165 FRAME: 0638

TRADEMARK ASSIGNMENT

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THIS TRADEMARK ASSIGNMENT ("Assignment") dated this 8th day of August, 2023 is by and between Gurkha Provisions, LLC, with its principal place of business at 701 Quentin Road, Lebanon, Pennsylvania, 17041 (the "Assignor"), and Nesis Labs, LLC, with offices at 701 Quentin Road, Lebanon, Pennsylvania, 17042 (hereinafter the "Buyer") (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademarks and the corresponding applications for registration set forth on Exhibit 1 (the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office ("USPTO") and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission or by e-mail, which shall be deemed delivery of an originally executed document.

TRADEMARK REEL: 008165 FRAME: 0639 IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR

Gurkha Provisions/LL

Member

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<u>ASSIGNEE</u>

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Exhibit 1

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<u>Trademarks</u>

Serial Number	Registration Number	Mark ·
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