

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herbal Concepts, Inc.		09/11/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Ergode, Inc.		
Street Address:	14932 KUYKENDAHL ROAD		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77090		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5697403	KOZI	
CORRESPONDENCE DATA			
Fax Number:	2317140200		
<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:	2317140100		
Email:	trademarks@revisionlegal.com		
Correspondent Name:	Revision Legal, PLLC		
Address Line 1:	444 Cass Street		
Address Line 2:	Suite D		
Address Line 4:	Traverse City, MICHIGAN 49684		
NAME OF SUBMITTER:	Andrew Jurgensen		
SIGNATURE:	/Andrew Jurgensen/		
DATE SIGNED:	09/11/2023		
Total Attachments: 4			
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OP \$40.00 5697403

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”) is effective this 11th of September 2024 and is made and entered into by and between Herbal Concepts, Inc., an Oregon corporation (“Assignor”) and Ergode, Inc., a Delaware corporation (“Assignee”) (together, the “Parties”).

WHEREAS, Assignor is the owner of each of the trademarks, trademark registrations, and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the “Trademarks”) (the “Intellectual Property”);

WHEREAS, Assignor and Assignee desire to assign the Intellectual Property from Assignor to Assignee, including all of Assignor’s right, title, and interest in and to the Intellectual Property;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective on the full execution of this Assignment, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title, and interest to the Intellectual Property throughout the world, including, but not limited to, all right, title, and interest in and to the following:
 - a. All common law trademarks, trademark registrations, and trademark applications, including, without limitation, those set forth on Schedule A attached hereto, and all issuances, extensions, and renewals thereof, 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 before, on, or after the execution of this Assignment, 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 not obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Warranties of Title. Assignor hereby represents and warrants that it has all right, title, and interest in and to the Intellectual Property free and clear of any liens or encumbrances and has the right and power to grant the assignment granted herein. Assignor also represents and warrants that there are no agreements with any other party in conflict with such grant.
3. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Purchased Intellectual Property and shall not enter into any agreement in conflict with this Assignment.
4. Governing Law. This Assignment will be governed by and interpreted and enforced in accordance with the Laws of the State of Michigan, without giving effect to any choice of law

or conflict of laws rules of provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

5. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Michigan or the United States District Court for the Western District of Michigan, for the purposes of any suit, action, or other proceeding arising out of or relating to this Assignment or any transaction contemplated hereby. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this Assignment or the transactions contemplated hereby in (a) the State of Michigan or (b) the United States District Court for the Western District of Michigan, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.
6. Waiver.
 - a. Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective.
 - b. No failure or delay by any party in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
7. Expenses. Each party shall bear its own costs and expenses in connection with this Assignment and the transactions contemplated hereby, including all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties.
8. Counterparts. This Assignment may be executed in counterparts, and either party hereto may execute such counterpart, each of which when executed and delivered shall be deemed to be an original and both of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The Parties agree that the delivery of this Assignment may be affected by means of an exchange of pdf, facsimile, or electronic signatures.
9. No Third-Party Beneficiaries. No provision of this Assignment is intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.
10. Severability. Any provision of this Assignment which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
11. Integration. This Assignment constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Assignment. This Assignment will take precedence over any other documents that may be in conflict therewith.
12. Submission to IP Bodies. The Parties agree that this Assignment Agreement may be submitted to any intellectual property bodies, including, but not limited to, any patent, trademark, and copyright offices, as evidence of the assignment of rights between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

Assignor: Herbal Concepts, Inc.

Assignor: DocuSigned by:
RUPESH JAYSUKHLAL SANGHAVI
A2221F450C5E422...

On behalf of Assignor

Date: 9/11/2023

Assignee: Ergode, Inc.

Assignee: DocuSigned by:
RUPESH JAYSUKHLAL SANGHAVI
A2221F450C5E422...

On behalf of Assignee

Date: 9/11/2023

SCHEDULE A – Trademarks

US Registrations

- KOZI (Registration No. 5697403)

Throughout the World

- All common law trademark rights in and to all marks previously used by Assignor, including, but not limited to the KOZI character mark, any design marks and including all goodwill inherent therein or appurtenant thereto.