PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6719303

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
EYCE LLC	03/02/2021

RECEIVING PARTY DATA

Name:	WAREHOUSE GOODS LLC
Street Address:	1095 BROKEN SOUND PARKWAY, SUITE 300
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33487

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	D844227
Patent Number:	D879372
Patent Number:	D825101
Patent Number:	D872357
Patent Number:	D909671
Patent Number:	D846187
Patent Number:	D865277
Patent Number:	D825843
Application Number:	29768816
Application Number:	62890979
Application Number:	16688815

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: ip@gnln.com

Correspondent Name: WAREHOUSE GOODS LLC

Address Line 1: 1095 BROKEN SOUND PARKWAY, SUITE 300

Address Line 4: BOCA RATON, FLORIDA 33487

ATTORNEY DOCKET NUMBER: PATENT ASSIGNMENT-GENERAL

PATENT REEL: 056293 FRAME: 0621

506672488

NAME OF SUBMITTER:	DEREK RICHMOND
SIGNATURE:	/DEREK RICHMOND/
DATE SIGNED:	05/19/2021
Total Attachments: 7	
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PATENT REEL: 056293 FRAME: 0622

PATENT ASSIGNMENT AGREEMENT

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

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 Patent 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. <u>Assignment</u>. 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 domestic and international patents and patent applications and the international design applications and design registrations set forth on <u>Schedule 1</u> hereto and any and all continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals, substitutes, and patent(s) that may be granted thereof (the "<u>Assigned Patents</u>"), together with any and all inventions and designs disclosed in the Assigned Patents, all rights to claim priority to and from the Assigned Patents, all applications for patents that have been filed and may be filed in the United States or any foreign country that claim priority to the Assigned Patents, all patents that may be granted on the Assigned Patents in the United States or any foreign country, and all extensions, renewals and reissues thereof;
- (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, 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.

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- 2. Recordation and Further Actions. Seller hereby authorizes the officials of 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 Patent 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 Patents to Buyer, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is being 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 Patents. 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. <u>Counterparts</u>. This Patent 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 Patent 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 Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> All questions concerning the construction, validity and interpretation of this Patent 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 Patent Assignment as of the date first written above.

SELLER:

Eyce LLC

By: Charles Hoch

Name: Charles Hoch

Title: Chief Executive Officer

~DocuSigned by:

BUYER:

Warehouse Goods LLC

By: _____

Name: Aaron LoCascio

Title: Chief Executive Officer

[Signature Page to Patent Assignment]

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

SELLER:

Eyce LLC

By: _____

Name: Charlie Hoch

Title: Chief Executive Officer

BUYER:

Warehouse Goods LLC

By: Paron locascio

Name: Aaron LoCascio

Title: Chief Executive Officer

[Signature Page to Patent Assignment]

SCHEDULE 1

Assigned Patents

Invention	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date
Water Pipe	United States of America	29,605,414	May 25, 2017	D/844,227	Mar 26, 2019
Smoking Apparatus	China	2017/305,586,3	Nov 14, 2017	ZL2017/30,558, 637.7	Mar 20, 2018
Smoking Apparatus	China	2017/305,586,4 09	Nov 14, 2017	ZL2017/305586 40.9	May 1, 2018
Smoking Apparatus	European Union	00/45,050,220,0	Nov 13, 2017	00/4,505,022- 0003	Nov 13, 2017
Smoking Apparatus	European Union	00/45,050,220,0	Nov 13, 2017	00/4,505,022- 0004	Nov 13, 2017
Smoking Apparatus	United Kingdom	00/45,050,220,0	Nov 13, 2017	9,004,505,022- 0003	Nov 13, 2017
Smoking Apparatus	United Kingdom	00/45,050,220,0	Nov 13, 2017	9,004,505,022- 0004	Nov 13, 2017
Smoking Apparatus	United States of America	29,604,099	May 15, 2017	D/879,372	Mar 24, 2020
Smoking Pipe	Canada	178,192	Nov 14, 2017	178,192	Jun 13, 2019
Smoking Apparatus	China	2017/305,612,8 50	Nov 15, 2017	ZL2017/30,561, 285.0	May 1, 2018
Smoking Apparatus	European Union	00/45,050,220,0	Nov 13, 2017	9,004,505,022- 0001	Nov 13, 2017
Smoking Apparatus	European Union	00/45,050,220,0	Nov 13, 2017	00/4,505,022- 0002	Nov 13, 2017
Smoking Apparatus	United Kingdom	45,050,220,001	Nov 13, 2017	9,004,505,022- 0001	Nov 13, 2017
Smoking Apparatus	United Kingdom	00/45,050,220,0	Nov 13, 2017	9,004,505,022- 0002	Nov 13, 2017

PATENT REEL: 056293 FRAME: 0627

Invention	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date
Smoking Apparatus	United States of America	29,604,098	May 15, 2017	D/825,101	Aug 7, 2018
Smoking Apparatus Accessory	United States of America	29,658,714	Aug 2, 2018	D/872,357	Jan 7, 2020
Smoking Apparatus	United States of America	29,718,031	Dec 20, 2019	D909,671	Feb 2, 2021
Smoking Apparatus	United States of America	29/768,816	Feb 1. 2021	Pending	Pending
Smoking Pipe	Canada	179,233	Jan 25, 2018	179,233	Feb 6, 2019
Smoking Apparatus	China	2017/306,132,7	Dec 5, 2017	ZL2017/30,613, 272.3	May 1, 2018
Smoking Apparatus	European Union	00/45,050,220,0	Nov 13, 2017	00/505,022- 0005	Nov 13, 2017
Smoking Apparatus	United Kingdom	00/45,050,220,0	Nov 13, 2017	900,505,022- 0005	Nov 13, 2017
Smoking Apparatus	United States of America	29,611,737	Jul 25, 2017	D/846,187	Apr 16, 2019
Smoking Apparatus	European Union	00/52,980,640,0	Jun 5, 2018	00/5,298,064- 0003	Jun 5, 2018
Smoking Apparatus	United Kingdom	00/52,980,640,0	Jun 5, 2018	9,005,298,064- 0003	Jun 5, 2018
Smoking Apparatus	United States of America	29,639,875	Mar 9, 2018	D/865,277	Oct 29, 2019
Smoking Apparatus	China	2018/301,072,9 32	Mar 22, 2018	ZL2018/30,107, 293.2	Aug 31, 2018
Smoking Apparatus	European Union	00/52,980,640,0	Jun 5, 2018	00/5,298,064- 0001	Jun 5, 2018
Smoking Apparatus	European Union	00/52,980,640,0	Jun 5, 2018	00/5,298,064-	Jun 5, 2018
Smoking Apparatus	United Kingdom	00/52,980,640,0	Jun 5, 2018	9,005,298,064- 0001	Jun 5, 2018

Invention	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date
Smoking Apparatus	United Kingdom	00/52,980,640,0 02	Jun 5, 2018	9,005,298,064- 0002	Jun 5, 2018
Smoking Pipe	United States of America	29,628,956	Dec 8, 2017	D/825,843	Aug 14, 2018
Small Pipe	China	2017/302,563,6 02	Jun 20, 2017	ZL2017/30,256, 360.2	Nov 14, 2017
Hand-Held Pipe	China	2017/302,556,6 66	Jun 20, 2017	ZL2017/30,255, 666.6	Nov 14, 2017
Hammer Pipe	China	2017/30,256,35 9X	Jun 20, 2017	ZL2017/30,256, 359.X	Dec 5, 2017
Smoking Apparatus	China	2020/217,703,5 75	Aug 21, 2020	N/A	Pending
Smoking Apparatus	United States of America	62,890,979	Aug 23, 2019	N/A	Completed
Smoking Apparatus	United States of America	16,688,815	Nov 19, 2019	N/A	Pending