

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524127

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MWG Holdings LLC		05/16/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MWG Holdings Group, Inc.		
<b>Street Address:</b>	c/o Branfman Mayfield Bustarde Reichenthal LLP		
<b>Internal Address:</b>	462 Stevens Ave #303		
<b>City:</b>	Solana Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92075		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88088967	PERFECT UNION	
<b>Serial Number:</b>	88088979	PERFECT UNION	
<b>Serial Number:</b>	88088999	PERFECT UNION	
<b>Serial Number:</b>	88088991	PERFECT UNION	
<b>Serial Number:</b>	88089010	PERFECT UNION	
<b>Serial Number:</b>	88089019	PERFECT UNION	
<b>Serial Number:</b>	88089062	PERFECT UNION	
<b>Serial Number:</b>	88089069	PERFECT UNION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8587938090		
<b>Email:</b>	rexford@bmb.com		
<b>Correspondent Name:</b>	Rexford Brabson		
<b>Address Line 1:</b>	Branfman Mayfield Bustarde Reichenthal		
<b>Address Line 2:</b>	462 Stevens Ave. #303		
<b>Address Line 4:</b>	Solana Beach, CALIFORNIA 92075		

OP \$215.00 88088967

<b>NAME OF SUBMITTER:</b>	Rexford Brabson
<b>SIGNATURE:</b>	/Rexford Brabson/
<b>DATE SIGNED:</b>	05/17/2019
<b>Total Attachments: 3</b> source=2019.05.17-Trademark Assignment - SIGNED#page1.tif source=2019.05.17-Trademark Assignment - SIGNED#page2.tif source=2019.05.17-Trademark Assignment - SIGNED#page3.tif	

## TRADEMARK ASSIGNMENT

WHEREAS MWG Holdings LLC, a California limited liability company ("Assignor"), is the owner of the following U.S. trademark applications and California State trademark registration (the "Marks"):

- A. PERFECT UNION (Ser. No. 88088967) for Downloadable electronic publications, namely, brochures, booklets, pamphlets, training manuals, and teaching materials in the fields of business, business management, marketing, and organization development in Class 009;
- B. PERFECT UNION (Ser. No. 88088979) for Publications, namely, brochures, booklets, pamphlets, posters, printed paper signs, stickers, decals, business cards, and paper teaching materials in the fields of business, business management, marketing, and organization development in Class 016;
- C. PERFECT UNION (Ser. No. 88088999) for backpacks and bags in Class 018;
- D. PERFECT UNION (Ser. No. 88088991) for Clothing, namely, hats, beanies, shirts, pants, shorts, socks, sweatshirts, jackets, tank tops in Class 025;
- E. PERFECT UNION (Ser. No. 88089010) for Smoker's articles, namely, books of cigarette papers, cigarette rolling papers, cigarette tubes, cigarette cases, lighters for smokers, cigarette holders, tobacco pipes, water pipes for tobacco use, match holders, matches, match boxes in Class 034;
- F. PERFECT UNION (Ser. No. 88089019) for Business consulting services in the fields of retail, health and wellness, agriculture, and business management in Class 035;
- G. PERFECT UNION (Ser. No. 88089062) for Educational services, namely providing training, informational sessions, mentoring, classes, workshops and seminars in the fields of health and wellness in Class 041;
- H. PERFECT UNION (Ser. No. 88089069) for Providing information in the field of health and wellness via a website; Providing information in the field of agricultural advice via a website in Class 044; and
- I. PERFECT UNION (California State trademark registration) (Reg. No. 306007) for cannabis dispensary services in Class 035.

WHEREAS, Assignor is also the owner of common law trademark rights in and to the Marks listed above;

WHEREAS MWG Holdings Group, Inc., a Delaware corporation ("Assignee") desires to acquire all of Assignor's right, title, and interest in and to the Marks and the goodwill symbolized thereby;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, sells, transfers, delivers, and conveys all of its right, title, and interest in and to the Marks together with

the goodwill of the business associated with the Marks, to Assignee. This Assignment includes all registrations, applications, renewals, and extensions of the foregoing, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, or payments due or payable as of the effective date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor represents and warrants that it owns the Marks, that no other party has any right, interest, or title in or to the Marks, that it has the legal right to assign the Marks to Assignee, and that such assignment does not infringe the rights of any other party.

Assignee shall have the right to file appropriate documents with the United States Patent and Trademark Office to ensure that title to and ownership of the Marks is properly recorded in Assignee's name, and Assignor shall cooperate with Assignee with regard thereto and execute any documents reasonably required to effectuate the purposes of this Assignment. Assignee shall have the right to sue for and retain all damages for any past, present, or future infringements of the Marks.

This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment is effective as of the date of conversion of MWG Holdings LLC into MWG Holdings Group, Inc.

Executed this 16<sup>th</sup> day of May, 2019.

By (signed): David Spradlin

By (printed): David M. Spradlin, Manager of MWG Holdings LLC

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento

On 5/16/19 before me, Angelica Sanchez, Notary Public  
(insert name and title of the officer)

personally appeared David Spradlin  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angelica Sanchez (Seal)

