

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM623953

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                       |
| Dryft Sciences, LLC   |  | 10/20/2020            | Limited Liability Company:<br>CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Modoral Brands Inc.                                |                       |  |
| <b>Street Address:</b>  | 401 N. Main Street                                 |                       |  |
| <b>City:</b>  | Winston-Salem                                      |                       |  |
| <b>State/Country:</b>   | NORTH CAROLINA                                     |                       |  |
| <b>Postal Code:</b>   | 27101  |                       |  |
| <b>Entity Type:</b>   | Corporation: NORTH CAROLINA                        |                       |  |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 88635370   | BREAK FREE            |  |
| <b>Serial Number:</b>   | 88341797   | CLEAN BREAK           |  |
| <b>Serial Number:</b>   | 88635367   | DRYFT SCIENCES        |  |
| <b>Registration Number:</b>   | 5731765  | DRYFT                 |  |
| <b>Registration Number:</b>   | 5863331  | DRYFT                 |  |
| <b>Serial Number:</b>   | 88032557   | NORDIC DRYFT          |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 3366077500   |                       |  |
| <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>   | 3366077300   |                       |  |
| <b>Email:</b>   | wstrademarks@kilpatricktownsend.com                |                       |  |
| <b>Correspondent Name:</b>  | William M. Bryner                                  |                       |  |
| <b>Address Line 1:</b>  | 1001 W. Fourth Street                              |                       |  |
| <b>Address Line 4:</b>  | Winston-Salem, NORTH CAROLINA 27101                |                       |  |
| <b>NAME OF SUBMITTER:</b>   | William M. Bryner, NC Bar Member                   |                       |  |
| <b>SIGNATURE:</b>   | /William M. Bryner/                                |                       |  |
| <b>DATE SIGNED:</b>   | 02/02/2021   |                       |  |

OP \$165.00 88635370

**Total Attachments: 7**

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**TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

This Trademark and Domain Name Assignment Agreement (this "Assignment") is made as of October 20, 2020, by and between Dryft Sciences, LLC, Inc., a California limited liability corporation ("Assignor"), and Modoral Brands Inc., a North Carolina corporation ("Assignee"). Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, this Assignment is being entered into pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of September 15, 2020 (the "Asset Purchase Agreement"), by and between Assignor and Assignee, and joined for the limited purposes set forth therein, Kretek International, Inc., a California corporation, and RAI Innovations Company, a North Carolina corporation;

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, Assignor has agreed to, or to cause its Affiliates to, sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor or its applicable Affiliates, all right, title and interest of Assignor and its Affiliates in, to and under certain Acquired Assets, including the trademarks and domain names set forth on Schedule A hereto (together, the "Acquired Trademarks and Domain Names");

WHEREAS, the Acquired Assets include, and Assignee is a successor to, that portion of Assignor's ongoing and existing business to which any and all intent-to-use trademark applications included in the Acquired Trademarks and Domain Names pertain; and

WHEREAS, the parties hereto have agreed to execute and deliver this Assignment in accordance with Section 3.2(d) and Section 3.3(b) of the Asset Purchase Agreement.

NOW THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignor, acting pursuant to the Asset Purchase Agreement, hereby transfers, assigns, conveys and delivers, or causes its Affiliates to transfer, assign, convey and deliver, to Assignee, and Assignee hereby acquires from Assignor or its Affiliates, all right, title and interest of Assignor and its Affiliates in, to and under each of the Acquired Trademarks and Domain Names, including (a) all goodwill associated therewith or symbolized thereby, (b) all rights therein provided by international treaties or conventions, (c) all renewals and extensions of any of the foregoing and (d) the right to sue and collect damages for past, present or future infringements, misappropriations or other violations or conflicts with respect to any of the foregoing, free and clear of all Liens except for Permitted Liens. Notwithstanding anything to the contrary herein, Assignor and

its Affiliates do not hereby convey, assign, transfer or deliver any of the Excluded Assets to Assignee.

2. Each of the parties hereto shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions as may be requested to carry out the intent of this Assignment.

3. This Assignment is intended to evidence the consummation of the transactions contemplated by the Asset Purchase Agreement in respect of the Acquired Trademarks and Domain Names and is subject to the terms and conditions set forth in the Asset Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Asset Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing expressed or implied herein is intended to confer upon any person or entity, other than Assignee, Assignor and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

5. The construction and performance of this Assignment shall be governed by and construed in accordance with Section 7.7 (Confidentiality), Section 11.1 (Waivers and Amendments), Section 11.3 (Fees and Expenses), Section 11.5 (Third Party Beneficiaries), Section 11.6 (Consent to Jurisdiction), Section 11.7 (Governing Law), Section 11.8 (Waiver of Jury Trial); Section 11.9 (Severability); Section 11.10 (Specific Performance) and Section 11.17 (Announcements) of the Asset Purchase Agreement.

6. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. Any notices, requests, demands or other communications required or permitted to be sent under this Assignment will be given in the manner set forth in Section 11.2 of the Asset Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Assignment to be executed as of the date first above written.

**ASSIGNOR:**

DRYFT SCIENCES, LLC

By: 

Name: Jason Carignan

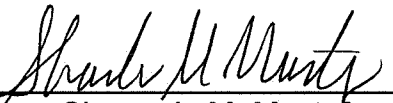
Title: President

*[Signature Page to Trademark and Domain Name Assignment Agreement]*

**TRADEMARK**  
**REEL: 007178 FRAME: 0250**

**ASSIGNEE:**

MODORAL BRANDS INC.

By:   
Name: Sharonda M. Mustafa  
Title: President

*[Signature Page to Trademark and Domain Name Assignment Agreement]*

**TRADEMARK  
REEL: 007178 FRAME: 0251**

## Schedule A

### List of Acquired Trademarks and Domain Names

**Trademarks:**

| Mark                           | Registration or Application Number | Application or Registration Date       | Jurisdiction of Filing or Issuance | Applicants or Registered Owners | Status                       |
|--------------------------------|------------------------------------|--|------------------------------------|---------------------------------|------------------------------|
| BREAK FREE<br>(standard)       | App #: 88635370<br>Reg #: 6137927  | App Date: 9/29/19<br>Reg Date: 8/25/20 | USA                                | Dryft                           | Registered.                  |
| CLEAN BREAK<br>(standard)      | App #: 88341797                    | App Date: 3/15/19                      | USA                                | Dryft                           | Pending.<br>Allowed 8/27/19. |
| DRYFT SCIENCES<br>(standard)   | App #: 88635367                    | App Date: 9/29/19                      | USA                                | Dryft                           | Pending.<br>Suspended.       |
| DRYFT<br>(standard)            | App #: 88032537<br>Reg #: 5731765  | App Date: 7/10/18<br>Reg Date: 4/23/19 | USA                                | Dryft                           | Registered.                  |
| DRYFT<br>(stylized)            | App #: 88413341<br>Reg #: 5863331  | App Date: 5/2/19<br>Reg Date: 9/17/19  | USA                                | Dryft                           | Registered.                  |
| NORDIC DRYFT<br>(standard)     | App #: 88032557                    | App Date: 7/10/18                      | USA                                | Dryft                           | Pending.<br>Allowed 2/5/19.  |
| DRYFT<br>(standard)            | App #: 1960963                     | App Date: 5/8/19                       | Canada                             | Dryft                           | Pending.                     |
| DRYFT<br>(stylized)            | App #: 1960959                     | App Date: 5/8/19                       | Canada                             | Dryft                           | Pending.                     |
| DRYFT BREAK FREE<br>(standard) | App #: 2020003                     | App Date: 3/27/20                      | Canada                             | Dryft                           | Pending.                     |
| DRYFT SCIENCES<br>(standard)   | App #: 2020002                     | App Date: 3/27/20                      | Canada                             | Dryft                           | Pending.                     |
| DRYFT<br>(standard)            | App #: 017971402                   | App Date: 10/22/18                     | European Union                     | Dryft                           | Pending.<br>Opposed.         |

|                                      |                                       |  |   |       |                      |
|--------------------------------------|---------------------------------------|--|---|-------|----------------------|
| DRYFT<br>(stylized)                  | App #:<br>018005484                   | App Date: 1/3/19                               | European<br>Union   | Dryft | Pending.<br>Opposed. |
| DRYFT<br>SCIENCES<br>(standard)      | App #: 18214920<br>Reg: 18214920      | App Date:<br>3/26/20<br>Reg Date:<br>8/19/20   | European<br>Union   | Dryft | Registered.          |
| BREAK<br>FREE<br>(standard)          | App #: 18214921<br>Reg #: 18214921    | App Date:<br>3/26/20<br>Reg Date:<br>8/19/20   | European<br>Union   | Dryft | Registered.          |
| DRYFT<br>BREAK<br>FREE<br>(standard) | App #: 18313488                       | App Date:<br>9/26/20                           | European<br>Union   | Dryft | Pending.             |
| DRYFT<br>(standard)                  | App #:<br>04302/2020<br>Reg #: 751364 | App Date:<br>3/27/20<br>Reg Date:<br>8/28/20   | Swiss Federal<br>Institute of<br>Intellectual<br>Property | Dryft | Registered.          |
| DRYFT<br>(stylized)                  | App #:<br>04303/2020<br>Reg #: 751362 | App Date:<br>3/27/20<br>Reg Date:<br>8/28/20   | Swiss Federal<br>Institute of<br>Intellectual<br>Property | Dryft | Registered.          |
| DRYFT<br>BREAK<br>FREE<br>(standard) | App #:<br>04304/2020<br>Reg #: 751383 | App Date:<br>3/27/20<br>Reg Date:<br>8/31/20   | Swiss Federal<br>Institute of<br>Intellectual<br>Property | Dryft | Registered.          |
| DRYFT<br>SCIENCES<br>(standard)      | App #:<br>04298/2020<br>Reg #: 751366 | App Date:<br>3/27/2020<br>Reg Date:<br>8/28/20 | Swiss Federal<br>Institute of<br>Intellectual<br>Property | Dryft | Registered.          |
| BREAK<br>FREE<br>(standard)          | App #: 3477603<br>Reg #: 3477603      | App Date:<br>3/27/2020<br>Reg Date: 8/9/20     | United<br>Kingdom   | Dryft | Registered.          |
| DRYFT<br>SCIENCES<br>(standard)      | App #: 3477607<br>Reg #: 3477607      | App Date:<br>3/27/2020<br>Reg Date:<br>9/18/20 | United<br>Kingdom   | Dryft | Registered           |
| DRYFT<br>(standard)                  | App #: 3506100                        | App Date:<br>6/29/20                           | United<br>Kingdom   | Dryft | Pending.             |
| DRYFT<br>(stylized)                  | App #: 3506098                        | App Date:<br>6/29/20                           | United<br>Kingdom   | Dryft | Pending.             |
| DRYFT<br>BREAK<br>FREE<br>(standard) | App #: 3537621                        | App Date:<br>9/26/20                           | United<br>Kingdom   | Dryft | Pending.             |



**Domain Names:**

| <b>Domain</b>     | <b>Registrant</b> | <b>Registration Date</b> | <b>Expiration Date</b> |
|-------------------|-------------------|--------------------------|------------------------|
| Getdryft.com      | DirectNic         | 02-28-2017               | 02-28-2021             |
| Dryftpouch.com    | DirectNic         | 02-28-2017               | 02-28-2021             |
| Dryftpouches.com  | DirectNic         | 02-28-2017               | 02-28-2021             |
| Dryftmail.com     | DirectNic         | 03-22-2017               | 03-22-2021             |
| Get-dryft.com     | DirectNic         | 01-10-2019               | 01-10-2022             |
| Dryftlabs.net     | DirectNic         | 06-27-2019               | 06-27-2022             |
| Dryftlab.com      | DirectNic         | 06-28-2019               | 06-28-2022             |
| Dryftsciences.com | DirectNic         | 07-10-2019               | 07-10-2022             |
| Dryftsciences.net | DirectNic         | 07-10-2019               | 07-10-2022             |