

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Phil Restifo		01/02/2014
			INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	DuBe Hemp, LLC		
Street Address:	8101 W Rosada Way		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89149		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	4429132	DUBE HEMP
CORRESPONDENCE DATA			
Fax Number:	9094767029		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	tye@themerrittfirm.com		
Correspondent Name:	Tye Merritt, Inc.		
Address Line 1:	10670 Civic Center Dr.		
Address Line 2:	Suite 130		
Address Line 4:	Rancho Cucamonga, CALIFORNIA 91730		
NAME OF SUBMITTER:	Venus Griffith Trunnel		
Signature:	/Venus G. Trunnel/		
Date:	01/14/2014		
Total Attachments: 4 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif			

OP \$40.00 4429132

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into on 1/2/14 (the "Effective Date") by and between Phil Restifo, an individual, having his principal place of business at 8101 W. Rosada Way, Las Vegas, NV 89149 ("Assignor") and DuBe Hemp, LLC, a limited liability corporation duly organized and existing under the laws of the State of Nevada and having its principal place of business at 8101 W. Rosada Way, Las Vegas, NV 89149 ("Assignee").

A. WHEREAS, Assignor owns the entire rights, title and interest in and to a certain U.S. trademark registered and filed with the United States Trademark Office, as listed in attached Exhibit A (hereinafter the "Mark"). Assignor owns 100% of the Mark.

B. WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such rights, title and interest in and to the Mark to Assignee in perpetuity.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor represents and warrants that:

(a) Assignor is the exclusive owners of all right, title and interest in and to the Mark, including all intellectual property rights, in the Mark;

(b) all registrations for the Mark is currently valid and subsisting and in full force and effect;

(c) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;

(d) there are no liens or security interests against the Mark;

(e) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(f) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

(g) The Mark is free of any encumbrances or licenses.

(h) There are no claims, lawsuits, actions, suits pending or threatened, with respect to the Assignor's rights in the Mark.

(i) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of Ten Dollars (\$10.00).



5. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly ^{PR} similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Nevada, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Nevada. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR	ASSIGNEE
Phil Restifo, an Individual By: <u>Phil Restifo</u> Dated: <u>1/2/14</u>	DuBe Hemp, LLC By: <u>Phil Restifo CEO</u> Name: Phil Restifo on behalf of DuBe Hemp, LLC and Chief Executive Officer Dated: <u>1/2/14</u> By: _____ Name: Kevin Fisher, President Dated: _____ By: _____ Name: Michael Chapman Dated: _____

Exhibit A

Serial No.	Country	Title/Mark	Registration No.
85181806	United States of America	DuBe Hemp	4429132

PR

Exhibit B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

WHEREAS, Phil Restifo, an individual, residing in the State of Nevada and having his principal place of business at 8101 W. Rosada Way, Las Vegas, NV 89149 ("Assignor") owns all the right, title and interest in and to the federal trademark registration of the mark identified in Schedule A hereto (the "Mark") and all foreign registrations everywhere in the world; and

WHEREAS, DuBe Hemp, LLC, a limited liability corporation duly organized and existing under the laws of the State of Nevada and having its principal place of business at 1690 8101 W. Rosada Way, Las Vegas, NV 89149 ("Assignee"), desires to acquire all right, title and interest in and to the Mark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

1/2/14
Dated:

Phil Restifo, an Individual

By: Phil Restifo

Name: Phil Restifo

Title: An Individual