

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334731

<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>
Canna-Saver LLC		02/03/2015	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CannaSaver Corp.		
<b>Also Known As:</b>	Canna-Saver		
<b>Street Address:</b>	540 S. Dahlia		
<b>Internal Address:</b>	Suite E107		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80246		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86108940	CANNA-SAVER CANNABIS DEALS AND SAVINGS W	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3035738155		
<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>	303-573-1600		
<b>Email:</b>	bhamilton@joneskeller.com		
<b>Correspondent Name:</b>	Brad Hamilton		
<b>Address Line 1:</b>	1999 Broadway		
<b>Address Line 2:</b>	Suite 3150		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	15519		
<b>NAME OF SUBMITTER:</b>	Brad H Hamilton		
<b>SIGNATURE:</b>	/Brad H Hamilton/		
<b>DATE SIGNED:</b>	03/11/2015		
<b>Total Attachments: 2</b> source=00667103#page1.tif			

OP \$40.00 86108940



ANNEX A

FORM OF BILL OF SALE AND ASSIGNMENT AGREEMENT

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement ("Assignment") is made and entered into as of February 3, 2015 (the "Effective Date"), between

1. **CannaSaver Corp.**, a Nevada corporation (the "Assignee"),
2. **Canna-Saver LLC**, a Colorado limited liability company (the "Assignor").

**BACKGROUND**

A. Assignor has agreed to assign all of its assets and related liabilities as defined in the Asset Contribution Agreement dated February 3, 2015 (the "Assets"); and

B. Assignee has agreed to assume the rights, obligations and liabilities accruing to such Assets after the Effective Date.


**TERMS OF AGREEMENT**

The parties agree as follows:

1. Assignment and Assumption of Liabilities. Assignor hereby assigns to Assignee the Assets, and Assignee hereby agrees to assume all duties, obligations, liabilities and debts with respect to, arising out of or in any way related to the Assets, if any, whether known or unknown, accrued, absolute, contingent or otherwise arising as of and after the Effective Date.
2. Further Assurances. Upon request from either party hereto, the other party shall sign and deliver such further instruments of transfer and assignment and take such other action as may be reasonably requested by the requesting party hereto.
3. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

ASSIGNOR

Canna-Saver LLC

By:   
Brian Shapiro, its Manager

ASSIGNEE

CannaSaver Corp

By: \_\_\_\_\_  
Lyle Hauser, its President

TRADEMARK


REEL: 005475 FRAME: 0703

instrument.

ASSIGNOR  
Canna-Saver LLC

By:  
Brian Shapiro, its Manager

ASSIGNEE  
CannaSaver Corp

By:   
Lyle Hauser, its President