

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338273

<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>
Weedmaps Media, LLC		04/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ghost Management Group, LLC		
<b>Street Address:</b>	41 Discovery		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4321512	WEEDMAPS	
<b>Registration Number:</b>	4321513	WEEDMAPS	
<b>Registration Number:</b>	4196102	WEEDMENU	
<b>Serial Number:</b>	86447464	WEEDMAPS	
<b>Serial Number:</b>	86448754	WEEDMAPS	
<b>Serial Number:</b>	86447471	WM	
<b>Serial Number:</b>	86446365	WM	
<b>Serial Number:</b>	86448758	WM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>	9497600404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Jonathan Menkes, Knobbe, Martens, et al.		
<b>Address Line 1:</b>	2040 Main Street, 14th Floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	WEED.000GEN		
<b>NAME OF SUBMITTER:</b>	Jonathan Menkes		

OP \$215.00 4321512

<b>SIGNATURE:</b>	/Jonathan Menkes/
<b>DATE SIGNED:</b>	04/15/2015
<b>Total Attachments: 5</b> source=Assignment (Weedmaps to Ghost Mgmt)#page1.tif source=Assignment (Weedmaps to Ghost Mgmt)#page2.tif source=Assignment (Weedmaps to Ghost Mgmt)#page3.tif source=Assignment (Weedmaps to Ghost Mgmt)#page4.tif source=Assignment (Weedmaps to Ghost Mgmt)#page5.tif	

## ASSIGNMENT OF ASSETS AND LIABILITIES

(from Weedmaps Media, LLC to Ghost Management Group, LLC)

This Assignment of Assets and Liabilities (“**Agreement**”), is effective as of April 15, 2015, by and between Weedmaps Media, LLC, a Delaware limited liability company (“**Assignor**”), and Ghost Management Group, LLC, a Delaware limited liability company (“**Assignee**”).

### RECITALS

1. Background. Assignor and Assignee are both wholly-owned operating subsidiaries of WM Holding Company, LLC, a Delaware limited liability company (“**Parent**”). Assignor and Assignee each own various assets used in the business of Parent, and each is the obligor on various payables and other liabilities incurred in operating the business of Parent.

2. Purpose. The purpose of this Agreement is to simplify operations by consolidating substantially all assets and liabilities in Assignee, so that they are not divided between Assignor and Assignee. To achieve this, this Agreement transfers all assets and liabilities of Assignor to Assignee, *except* for the domain [www.marijuana.com](http://www.marijuana.com) and related rights and obligations.

3. Result. The result of this Agreement is that Assignee will own all assets and will be the obligor on all payables and other liabilities used in the business of Parent, *except* for the [www.marijuana.com](http://www.marijuana.com) assets and liabilities which will remain with Assignor as operator of that separate website business.

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

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest of Assignor in all of its assets, and all obligations of Assignor under all of its liabilities, *except* for the “**Marijuana.com Assets and Liabilities**” (as defined in section 4 below). The assets and liabilities so assigned are called the “**Assigned Assets and Liabilities.**” From the effective date above, Assignee is the owner of the assets included in the Assigned Assets and Liabilities, and is the obligor on all existing and future liabilities included in the Assigned Assets and Liabilities.

2. Trademarks Assigned. The Assigned Assets and Liabilities include all trademarks owned by Assignor (a partial list of which is in Schedule A hereto), and all rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement, and has not abandoned the same (collectively, the “**Trademarks**”). The assignment of the Trademarks includes the transfer of domestic U.S. and international trademark filings and current applications and the right to assume and take over the filing and application process, certain tangible assets as indicia of the goodwill that Assignor has developed in the

Trademarks, and the business and goodwill to which said Trademarks pertain, along with any and all other rights appurtenant thereto, including but not limited to, any and all common law rights, causes of action, the right to recover for past infringement, and all other associated goodwill, which is ongoing and existing.

3. Domain Names Assigned. The Assigned Assets and Liabilities include all domain names owned by Assignor (a partial list of which is in Schedule B hereto), *except* for the domain name [www.marijuana.com](http://www.marijuana.com). The domain names included in the Assigned Assets and Liabilities are called the “**Weedmaps Domain Names,**” and the [www.marijuana.com](http://www.marijuana.com) domain name, which is excluded from the Assigned Assets and Liabilities is called the “**Marijuana Domain Name.**” Assignor hereby assigns to Assignee all rights, title, and interest as Assignor may possess in and to the Weedmaps Domain Names. The assignment of the Weedmaps Domain Names includes the transfer of domestic U.S. and international domain name registrations and the right to assume and take over the renewal of any such registrations.

4. Marijuana.com Assets and Liabilities. Excluded from the Assigned Assets and Liabilities are the Marijuana.com Assets and Liabilities, which are defined as the Marijuana Domain Name, content on the website that resides at the Marijuana Domain Name URL, and all current and future liabilities associated with the Marijuana Domain Name. The purpose of keeping the Marijuana.com Assets and Liabilities with Assignor is to enable Assignor to continue to own and operate just the [www.marijuana.com](http://www.marijuana.com) website. If there is ever any ambiguity as to precisely which assets and liabilities comprise the Marijuana.com Assets and Liabilities which will remain with Assignor, such ambiguity is in the discretion of Parent to resolve.

5. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective affiliates, agents, successors, assigns and related companies.

6. Geographic Scope. This Agreement shall be effective and binding throughout the world.

7. Confidentiality. The parties agree to hold the terms of this Agreement in confidence and will not disclose any of the terms to a third party, unless such disclosure is required by law, regulation or court order.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Modifications and Waivers. The terms of this Agreement may be modified only by a written instrument executed by Assignor and Assignee. The failure of either party at any time or times to require performance or any provision of this Agreement shall in no manner affect the right at a later date to enforce the same or to enforce any future compliance with or performance of any of the provisions hereof. No waiver by any party of any condition or other breach of any provision, term or covenant in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be

construed as a further or continuing waiver of any such condition or the breach of any term in this Agreement.

10. Severability. In the event that any term or provision of this Agreement is declared void or unenforceable by any court of competent jurisdiction, that term or provision shall be deemed stricken from the Agreement without in any way invalidating or impairing the remaining terms or provisions, and the parties shall negotiate in good faith for a legal and enforceable substitute provision that most nearly conforms to the parties' intention in entering into the Agreement.

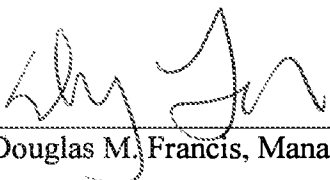
**ACCEPTED, ACKNOWLEDGED AND AGREED AS OF APRIL 15, 2015.**

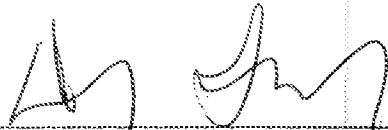
**ASSIGNOR:**

**ASSIGNEE:**


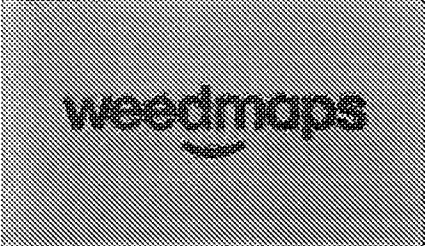

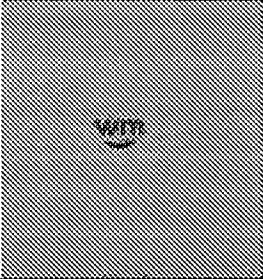
WEEDMAPS MEDIA, LLC

GHOST MANAGEMENT GROUP, LLC

By:   
\_\_\_\_\_  
Douglas M. Francis, Manager

By:   
\_\_\_\_\_  
Douglas M. Francis, Manager

**SCHEDULE A**

<b>Mark</b>	<b>App No.</b>	<b>Reg. No</b>	<b>Country</b>	<b>Status</b>
WEEDMAPS	85/313748	4321512	United States of America	Registered
WEEDMAPS	85/313777	4321513	United States of America	Registered
WEEDMENU	85/295741	4196102	United States of America	Registered
	86/447464	--	United States of America	Pending
	86/448754	--	United States of America	Pending
	86/447471	--	United States of America	Pending
WM	86/446365	--	United States of America	Pending
	86/448758	--	United States of America	Pending
WEEDMAPS	1162593	1162593	Australia	Registered
WEEDMAPS	1690826	--	Canada	Pending
WEEDMAPS	13187976	13187976	European Community Trademark	Registered
WEEDMAPS	1162593	1162593	European Community	Registered

Mark	App No.	Reg. No	Country	Status
			Trademark	
WEEDMAPS	1162593	1162593	International Registration	Registered
WEEDMAPS	2014- 071880	--	Japan	Pending

**SCHEDULE B**

Domain Names
www.weedmaps.com
www.safeaccessmd.com
www.mmjmenu.com

**SCHEDULE C**

Domain Names
www.marijuana.com