

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM355898

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CannaVest Corp.		07/14/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Medical Marijuana, Inc.
Street Address:	12975 Brookprinter Place, Suite 160
City:	Poway
State/Country:	CALIFORNIA
Postal Code:	92064
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4615445	CANNABIS BEAUTY
Registration Number:	4677569	CANNABIS BEAUTY DEFINED
Registration Number:	4677574	CANNABIS BEAUTY DEFINED

CORRESPONDENCE DATA

Fax Number:

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.

Email: justinewonglaw@gmail.com
Correspondent Name: Justine Wong
Address Line 1: 550 West "C" Street, Suite 2040
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Justine Wong
SIGNATURE:	/Justine Wong/
DATE SIGNED:	09/22/2015

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is dated as of July 14, 2015, and is made by CannaVest Corp. ("Assignor") in favor of Medical Marijuana, Inc. ("Assignee").

WHEREAS, Assignor and Assignee have entered into a settlement agreement to which this Assignment is an Exhibit and integrated thereunder (the "Settlement");

WHEREAS, pursuant to the Settlement, Assignor has agreed to assign to Assignee all of its right, title and interest in and to the trademarks REAL SCIENTIFIC, REAL SCIENTIFIC HEMP OIL NUTRITIONAL SUPPLEMENT & Design, RSHO, CANNABIS BEAUTY, CANNABIS BEAUTY DEFINED, and CANNABIS BEAUTY DEFINED & Design (the "Trademarks"), as well as all goodwill associated therewith, throughout the world; and

WHEREAS, pursuant to the Settlement, Assignor has also agreed to assign to Assignee all right, title and interest in and to the trademark applications and registrations set forth on Schedule A hereto (the "Trademark Filings");

NOW, THEREFORE, in consideration and for promises and covenants set forth in the Settlement, and for other good and valuable consideration set forth in the Settlement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Warranty. Assignor represents and warrants the foregoing recitals are true and correct and are incorporated herein by this reference as though set forth herein at length. Assignor further represents and warrants that it has the full power and authority to enter into this Assignment and transfer the Trademarks and the Trademark Filings to Assignee.
2. Assignment. Effective as of the date hereof, Assignor hereby assigns, transfers, and conveys to the Assignee all of its right, title, and interest, in the United States and throughout the world, in and to the Trademarks, including all common law rights and goodwill associated therewith, together with (i) the Trademark Filings, (ii) that part of the goodwill of the business symbolized by and connected with the use of the Trademarks, and (iii) all past and future causes of action, and the right to sue and recover damages for, infringement of, or dilution of Assignor's rights in the Trademarks, the registrations thereof, or the goodwill symbolized by or connected with the Trademarks or such registrations, as well as the right to bring any proceeding in the U.S. Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition, or other proceeding, in connection with the Trademarks.
3. Further Acts. Assignor hereby agrees to promptly assist Assignee, at Assignee's sole expense, in any reasonable manner to perfect Assignee's right, title and interest in and to the Trademarks and any related applications or registrations in the U.S. or any other country, including, without limitation, complying with all reasonable requests and instructions and any requests for documentation required to record Assignee as the


owner of the Trademark Filings with the United States Patent & Trademark Office or a foreign trademark office.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof. The Parties acknowledge and agree that any disputes arising from or relating to this Assignment shall be resolved in a federal court within the Southern District of the State of California or, if the federal court lacks jurisdiction to hear the dispute, a state court within San Diego County in the State of California.
5. Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and which, taken together, constitute one and the same instrument.
6. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their successors, assigns, subsidiaries, affiliates and related companies.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first written above.

CANNAVEST CORP.
(Assignor)

By: 
Name: Michael Mong, Jr.
Title: Chief Executive Officer

Acknowledged and Accepted:
MJNA HOLDINGS, LLC
(Assignee)

By: _____
Print Name: STUART W. TITUS
Print Title: PRESIDENT OF MANAGING MEMBER

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first written above.

CANNAVEST CORP.
(Assignor)

By: _____
Name: Michael Mona, Jr.
Title: Chief Executive Officer

Acknowledged and Accepted:

~~ALPHA HEMIPHYSICS, INC.~~ MEDICAL MARIJUANA, INC.
(Assignee)

x By: Stuart W. Titus
Print Name: STUART W. TITUS
Print Title: PRESIDENT

Schedule A

MARK	CLASS(ES)	Application/Reg. Number
REAL SCIENTIFIC (Canada)	5, 29, 30, 35	1665491
REAL SCIENTIFIC (CTM)	5, 29, 30, 35	012630778 Registration Number
CANNABIS BEAUTY (US)	3, 5	4,615,445
CANNABIS BEAUTY DEFINED (US)	3	4,677,569
CANNABIS BEAUTY DEFINED & Design (US)	3	4,677,574