

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457056

<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>
California Herbal Remedies, Inc.		12/29/2017	Non-Profit Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Los Angeles Kush, LLC		
<b>Street Address:</b>	1000 South Hope Street, Suite 426		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90015		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87227220	ILL OG	
<b>Serial Number:</b>	87254352	LOS ANGELES KUSH	
<b>Serial Number:</b>	87975610	LOS ANGELES KUSH	
<b>Serial Number:</b>	87224233	TRAP OF DIAMONDZ TRAP JUICE EST. 2016	
<b>Serial Number:</b>	87221803	CALIFORNIA HERBAL REMEDIES, EST. 2007 CH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2135364589		
<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>	2135969008		
<b>Email:</b>	ip@drwelchlaw.com		
<b>Correspondent Name:</b>	Nuzayra Haque		
<b>Address Line 1:</b>	500 S Grand Ave, Suite 1800		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	Nuzayra Haque		
<b>SIGNATURE:</b>	/NH/		
<b>DATE SIGNED:</b>	01/05/2018		
<b>Total Attachments: 11</b>			
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Trademark Assignment Agreement  
California Herbal Remedies Inc. and Los Angeles Kush, LLC

This Trademark Assignment Agreement is made by and between California Herbal Remedies Inc., a California non-profit corporation, and Los Angeles Kush, LLC, a California limited liability company, and effective upon the execution of this agreement. Assignee and Assignor may be referred to individually as a "Party" and collectively as the "Parties."

I. DEFINED TERMS

1. "Advisers" shall mean the accountants, lawyers, and other professional advisers advising either Party in relation to the transaction subject to this Agreement including (unless the context otherwise requires) Representatives of such Advisers.
2. "Affiliate" shall mean, with respect to any Person, any other Person controlling, controlled by, or under common control with the first Person. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.
3. "Agreement" shall mean this Trademark Assignment Agreement.
4. "Assignee" shall mean Los Angeles Kush, LLC, a California limited liability company with a principal office address of 1000 South Hope Street, Suite 426 Los Angeles CA 90015.
5. "Assignor" shall mean California Herbal Remedies Inc., a California non-profit corporation with a principal office address of 5470 Valley Boulevard, Los Angeles, CA 90032.
6. "Confidential Information: shall mean, with respect to each Party in its capacity as a discloser of Confidential Information ("Discloser"), (a) all confidential and proprietary information of, or relating to, Discloser or its business, in oral, written or electronic form including, without limitation, information relating to Discloser's business affairs, operations, intellectual property (including any patents, copyrights, trademarks or applications relating thereto, and any related technical information, specifications, drawings, trade secrets, and know-how), proprietary methodologies, details of its products and services, as well as pricing policies, market analyses, product development plans or strategies, corporate structure, capitalization, tax information, and the identities and substance of agreements with investors, employees, consultants, suppliers, customers, and business partners, as well as any other information, data, or material of a nature that could reasonably be presumed confidential, whether previously, presently, or subsequently disclosed to the other Party in its capacity as a recipient of Confidential Information ("Recipient") by Discloser or its Representatives or

Advisers in connection with the Agreement and (b) the substance and content of the discussions or negotiations taking place or that have taken place between the parties concerning this Agreement including any of the terms, conditions, or other facts with respect to this Agreement discussed between the Parties or their respective Representatives or Advisers. Notwithstanding the foregoing, Confidential Information shall not include information that the Recipient can show:

- a. Is or becomes publicly available (other than, directly or indirectly, as a result of disclosure by the Recipient, its Affiliates, or any of their respective Representatives or Advisers contrary to the obligations of confidentiality herein);
  - b. Was already in the possession of the Recipient or an Affiliate thereof from a source other than Discloser, its Representatives or Advisers, which source is not bound by any obligation of confidentiality to Discloser in relation to such information; or
  - c. Is independently developed by the Recipient or an Affiliate thereof by personnel who have not had any access to any Confidential Information and without using or referring to the Confidential Information.
7. "Effective Date" shall mean the date that the Parties enter into this Agreement, which shall be the date of the last signature made to this Agreement.
8. "Force Majeure Event" shall mean an event beyond the control of the Parties, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to:
- a. Fire, explosion, earthquake, drought, flood, and natural disaster;
  - b. War, hostilities (whether declared or undeclared), invasion, act of foreign enemies, rebellion, revolution, insurrection, or civil war;
  - c. Riot, commotion, strike, slow-down, lockout, or disorder, unless solely restricted to employees, agents, representatives, or other personnel of the Party claiming a Force Majeure Event; or
  - d. Acts or threats of terrorism.
9. "Marks" shall mean:
- a) "California Herbal Remedies, Est. 2007 CHR Collective" (U.S. serial number 87221803).
  - b) "Ill Og" (U.S. serial number 87227220).
  - c) "Los Angeles Kush" (U.S. serial number 87254352).
  - d) "Los Angeles Kush" (U.S. serial number 87975610).
  - e) "Trap of Diamondz" (U.S. serial number 87224233).

10. "Person" shall mean any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental or regulatory body, or other entity.
11. "Representatives" shall mean, in relation to any Person, the directors, officers, employees, and consultants of, and individuals engaged to work for, that Person and any current or prospective shareholders, investors, or lenders of that Person.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## II. RECITALS

This Agreement memorializes the agreement between Assignor and Assignee.

1. Whereas, the Assignor is the proprietor and owner of record of the applications currently pending registration with the United States Patent and Trademarks Office for the Marks.
2. Whereas, it is the Assignor's intention to assign and transfer to the Assignee all claims to right, title, and interest in and to the Marks under federal and common law; and
3. Whereas, the Assignee desires to acquire all claims to Assignor's right, title, and interest in and to the Marks under both federal and common law; and
4. Whereas, each Party is duly authorized and capable of entering into this Agreement.

## III. THE PARTIES AGREE

1. That the above stated recitals and defined terms are incorporated in full to this agreement.
2. Assignor hereby does assign, transfer, and convey to Assignee all of Assignor's rights, titles, and interests in and to the Marks, together with the goodwill of the businesses symbolized by and associated with the Marks, and all rights to damages and profits, due or accrued, arising out of past infringements of said Marks, and the right to sue for and recover the same.
3. Assignor shall furnish all information to Assignee and cooperate with Assignee for securing, completing, and/or vesting in the Assignee full rights, titles, and interests in the Marks and their related properties.
4. Assignor shall cease any and all use of the Marks and/or their related properties and shall not, in any way, obstruct or challenge Assignee's use of the Marks and their related properties as of the Effective Date.
5. Assignee shall, in consideration for the assignment of the Marks, pay Assignor one hundred dollars (\$100.00).

6. Assignee shall have the right to manufacture and distribute any and all product lines under the Marks.
7. Assignee, in return for assignment of the Marks, agrees to obtain and maintain full registration of the Marks, and take over enforcing the Marks.

#### IV. RECORDING THE ASSIGNMENT

Upon the Effective Date or as soon thereafter as is practical, Assignor shall undertake to record this Agreement with the United States Patent and Trademark Office ("USPTO") either online through the Electronic Trademark Assignment System or by completing and submitting via postal mail form PTO-TM-1594 or other USPTO form for the same purpose. At least one week after filing the recording the Assignor will verify that the USPTO has updated its records for the Marks. If the USPTO has not updated the Marks to reflect the assignment of the Marks to Assignee within two weeks after Assignor has completed either the online process or having mailed form PTO-TM-1594 or other USPTO form for the same purpose, then the Assignor shall contact the USPTO, determine why the Marks has not been updated, and undertake all necessary steps to complete the assignment.

#### V. REPRESENTATIONS, WARRANTIES, AND COVENANTS

1. Representations of Assignor. Assignor represents, warrants, and covenants to Assignee as of the date of the Agreement, as of each relevant Effective Date and as of any date specifically provided herein:
  - a. Assignor does not believe, or does not have any reason or cause to believe, that it cannot perform each and every covenant contained herein;
  - b. There are no actions or proceedings against or investigation of the Marks or Assignor before any court, administrative, or other tribunal to the best of its knowledge:
    - (i) That might prohibit its entering into this Agreement;
    - (ii) Seeking to prevent the consummation of the transactions contemplated by the Agreement; or
    - (iii) That might prohibit or materially and adversely affect the performance by the Assignor of its obligations under, validity, or enforceability of, this Agreement;
  - c. That Assignor is the sole proprietor of all rights, title, and interests derived from and in connection with the Marks;
  - d. Assignor has not sold or transferred the Marks to any other individual or entity not identified in this Agreement;

- e. The Marks have not been obtained from any individual or entity without requisite authorization;
  - f. No consent, approval, authorization, or order of any third party, court, or governmental agency or body is required for the execution, delivery, and performance by Assignor, or compliance by Assignor with, this Agreement or the consummation of the transactions contemplated by this assignment, except for such consents, approval, authorizations, or order, if any, that have been obtained;
  - g. The consummation of the transactions contemplated by this Agreement is in the ordinary course of business of Assignor;
  - h. The documents prepared and furnished or to be prepared and furnished by Assignor pursuant to this Agreement or in connection with the transaction contemplated hereby taken in the aggregate will not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein not misleading; and
  - i. To the Assignor's best knowledge, the assignment of the Marks shall not cause any infringement of property rights of any third party not identified in this Agreement, nor are there any liens, judgments, pending litigation or proceedings in a court of law, and/or government agency anywhere in the world which may adversely affect the Marks.
2. Representations of Assignee. Assignee represents, warrants, and covenants to Assignor as of the date of this Agreement, as of each relevant Effective Date, and as of any date specifically provided herein:
- a. Assignee has full power and authority to execute, deliver, and perform, and to enter into and consummate, all transactions contemplated by this Agreement;
  - b. Assignee does not believe, nor does it have any reason or cause to believe, that it cannot perform each and every covenant contained in this Agreement.

## VI. SURVIVAL OF REPRESENTATIONS

All representations, warranties, and agreements contained herein shall not be discharged or dissolved upon assignment of the Marks, but shall survive same.

## VII. BREACH

1. Breach. Breach shall occur in the event that a Party fails to duly observe or perform in any material respect any of the covenants or agreements on the part of the breaching Party set forth in this Agreement. Either Party may terminate this Agreement or seek specific performance in the event of a material Breach by the other Party.

2. Waiver of Breaches. Each Party to this Agreement may waive any breach by the other Party in performance of its obligations hereunder and its consequences. No such waiver shall be deemed to have been given by the waiving Party unless given in writing. Upon any such waiver of a past breach, such breach shall cease to exist, and any event of breach arising therefrom shall be deemed to have been remedied for every purpose of this Agreement.
3. Exception to Waiver. Notwithstanding Section VII(2), any breach involving bankruptcy or insolvency of either Party to this Agreement shall not be waived.

#### VIII. TERMINATION

In addition to the provisions in Section VII permitting termination in certain circumstances, this Agreement may be terminated at any time by mutual written and signed agreement of the Parties to this Agreement.

#### IX. CONFIDENTIAL INFORMATION

During the term of this Agreement and thereafter, the Recipient shall, and shall ensure that its Affiliates and Advisers shall:

1. Keep confidential all Confidential Information of the Discloser and not disclose it to any Person other than those individuals (i) who are either Representatives or Advisers of the Recipient and/or an Affiliate thereof and (ii) who need to know such information for the purposes of considering, negotiating, advising in relation to, or furthering this Agreement or and who are aware of, and instructed to comply with, the Recipient's obligations contained herein, provided that the Recipient shall be responsible to Discloser for any breach of such obligations by any such Representatives or Advisers (Persons described in subclauses (i) and (ii), the "Permitted Persons") and, in so doing, Recipient agrees to use and to cause Permitted Persons to use, the same degree of care that it uses to protect its own confidential information of a like nature from unauthorized disclosure, but in no event less than a reasonable degree of care;
2. Use the Confidential Information only for the purpose of considering, negotiating, advising in relation to or furthering the Agreement;
3. Not make any copies or reproduce in any form any Confidential Information except for the purpose of supplying the same to Permitted Persons;
4. Without limiting the generality of the foregoing, not modify, reverse engineer, decompile, create other works from, or disassemble any software programs or proprietary products or devices or any similar items contained in the Confidential Information unless permitted in writing by the Discloser;
5. As promptly as practicable, on receipt by the Recipient of a request in writing by Discloser to do so, return to Discloser all Confidential Information (including any copies, analyses, memoranda, or other notes made by the Recipient or its Representatives or Advisers in

relation thereto) in its or their possession or under its or their custody and control, and expunge any Confidential Information from any computer, word processor, or other device in its or their possession or under its custody and control containing such information; provided that, instead of returning to Discloser any such Confidential Information, the Recipient may immediately destroy the same (and certify such destruction in writing if so requested by Discloser). The obligations of Recipient to return or destroy Confidential Information shall not apply to electronically stored copies (such as archival or backup copies) that are impractical to delete from the Recipient's computer systems; provided that all obligations of confidentiality and non-use of such Confidential Information hereunder shall continue to apply with respect to such electronic information so long as it is in Recipient's possession.

#### X. DISCLOSURE OF CONFIDENTIAL INFORMATION

If the Recipient, its Affiliates, or any of their Representatives or Advisers is requested or required to disclose any Confidential Information pursuant to any request of a governmental authority or self-regulatory organization, any law, rule, or regulation or in any legal, administrative, or regulatory proceeding or similar process (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order, or other legal process), then to the extent permitted by law, the Recipient shall give Discloser prompt written notice of such request or requirement so that Discloser may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Agreement, and, to the extent permitted by law, Recipient shall cooperate with Discloser to obtain such protective order. If such protective order or other remedy or protection is not obtained, the Recipient shall be permitted to disclose such Confidential Information, but shall use reasonable efforts to disclose and only that portion of the Confidential Information that is legally requested or required to be disclosed.

#### XI. DISCLAIMERS

This Agreement in no way constitutes an agreement by the Parties to exchange or make available any particular Confidential Information or other information, and the extent of such exchange or availability shall be entirely voluntary.

#### XII. OWNERSHIP AND OTHER RIGHTS

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be construed as granting either Party as Recipient, whether by implication, estoppel, or otherwise, any license or any right to use any Confidential Information, or use any intellectual property now or hereafter owned or controlled by the Discloser.

#### XIII. EQUITABLE REMEDIES

The Recipient acknowledges and agrees that Discloser shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of a breach of Sections IX, X or XII hereof. Accordingly, Discloser shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual, and the Discloser

shall not be required to post any bond in connection with seeking such relief. The foregoing shall be in addition and without prejudice to such other rights as Discloser may have at law or in equity. Additionally, in the event of a breach of the sections listed herein, Discloser shall be entitled to recover the costs of enforcing this Agreement, including, without limitation, reasonable attorney's fees.

#### XIV. FORCE MAJEURE

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder due to a Force Majeure Event; provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

1. Notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
2. Use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

#### XV. SPECIFIC PERFORMANCE

The Parties acknowledge and agree that the remedies at law of the Parties in the event of any default by either Party in the performance of or compliance with any of the terms of the Agreement are not adequate and may be enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise. The Parties further acknowledge and agree that this Agreement shall be fully enforceable in a court of competent jurisdiction located in the State of California as specified herein, and/or by means of mediation or arbitration as may be more fully set forth herein.

#### XVI. NOTICES

Any notice required or permitted under the agreement shall be in writing (including facsimile communications and electronic mail) and shall be deemed to have been given:

1. On the date of delivery, if personally delivered to the party to whom notice is to be given or if delivered by a nationally recognized overnight delivery service,
2. The third day after mailing, if mailed to the party to whom notice is to be given, by certified mail, return receipt requested, postage prepaid; or
3. On the date of delivery, if delivered via confirmed facsimile or electronic mail. In cases of a failure to deliver such notice via facsimile or electronic mail, as evidenced by a message to that effect received by the sender, facsimile or electronic mail, as applicable, shall not be permitted for giving notice to such Party until otherwise notified in writing. Upon the sender's receipt of a message that delivery by facsimile or electronic mail has failed, notice

must be given by personal delivery or mailing or overnight delivery as outlined above under paragraphs 1 and 2 of this section.

In each case, addressed as follows or to the most recent address, specified by written notice, of Assignee or Assignor given to the sender pursuant to this Section:

if to Assignee, to:

Los Angeles Kush, LLC  
1000 S. Hope Street, Suite 426  
Los Angeles, CA 90015  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

if to Assignor, to:

California Herbal Remedies, Inc.  
5470 Valley Boulevard  
Los Angeles, CA 90032  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

#### XVII. SEVERABILITY CLAUSE

Any part, provision, representation, or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the Parties hereto waive any provision of law that prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation, or warranty of this Agreement shall deprive any economic benefit intended to be conferred by this Agreement, the Parties shall negotiate, in good-faith, to develop a structure the economic benefit of which is nearly as possible the same as the economic effect of this Agreement without regard to such invalidity.

#### XVIII. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

## XIX. GOVERNING LAW; DISPUTE RESOLUTION

The construction, performance, and enforcement of this Agreement shall be governed by the laws of the State of California.

1. Mediation. The Parties agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation in Los Angeles, California, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to Section XIX(2). Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with JAMS and each other in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs; each Party shall bear its own costs and expenses related to the mediation. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties (including any Party's Representatives or Advisers), experts, and attorneys, and by the mediator or by any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
2. Arbitration. Any dispute, claim, or controversy arising out of or related to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, that is not resolved as part of mediation as required by Section XIX(1) of this Agreement, shall be determined by arbitration in Los Angeles, California, before one arbitrator. The arbitration shall be administered by JAMS, or its successor, and judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

## XX. SUCCESSORS AND ASSIGNS

This Agreement benefits and binds the Parties and their respective heirs, successors, and permitted assigns.

## XXI. WAIVER

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is to be enforced.

XXII. INDEMNIFICATION

Notwithstanding any terms contained herein that may be construed to the contrary, Assignor shall indemnify, defend, and hold harmless Assignee from, and shall reimburse Assignee for, any losses, damages, deficiencies, claims causes of action, or expenses of any nature (including but not limited to attorney fees) incurred from:

- i. any failure of Assignor to perform any of its covenants or obligations under this Agreement;
- ii. all expenses, damages and costs relating to any action, infringement or otherwise, arising from claims associated with the Marks or its related property for use that precedes the Effective Date. Assignor shall not have an obligation to indemnify, defend or compensate Assignee for losses determined by an arbitrator or a court of competent jurisdiction to have been suffered by Assignee due to Assignee's own conduct, negligence, inaction or failure to fulfill an obligation or covenant of Assignee under this Agreement.

XXIII. ENTIRE AGREEMENT

The Parties represent that this is the entire agreement and understanding among the Parties, and that there are no representations, warranties, terms, covenants, or conditions made by any other party, except as herein expressly contained. This Agreement shall not be altered, waived, modified, or canceled in any respect except in writing, duly executed by all of the Parties hereto, and no oral agreement or course of conduct to the contrary, shall be deemed an alteration, amendment, or modification of cancellation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date, which shall be the date last written below.

CALIFORNIA HERBAL REMEDIES INC.

LOS ANGELES KUSH, LLC

Signature: [Signature]

Signature: [Signature]

By: Scott Kawasaki

By: Scott Kawasaki

Title: CEO

Title: CEO

Date: 12/29/17

Date: 12/29/17