

900444135 03/26/2018

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM467082

<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>
CONSTELLATION CANNABIS, LLC dba CONSTELLATION CANNABIS		10/13/2017	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BLUSH VELVET, LLC		
<b>Street Address:</b>	7220 201st St NE		
<b>City:</b>	Arlington		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98223		
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87411093	CONSTELLATION CANNABIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2602247825		
<b>Email:</b>	dkerr@fifthavenue-law.com		
<b>Correspondent Name:</b>	Fifth Avenue Law Group		
<b>Address Line 1:</b>	701 5th Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>NAME OF SUBMITTER:</b>	David Kerr		
<b>SIGNATURE:</b>	/David Kerr/		
<b>DATE SIGNED:</b>	03/26/2018		
<b>Total Attachments: 8</b>			
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TRADEMARK ASSIGNMENT AGREEMENT

by and between

CONSTELLATION CANNABIS,  
as Seller,

and

BLUSH VELVET, LLC,  
as Purchaser

Dated as of October 13, 2017

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Agreement") is made and entered into as of the 13th day of October 2017 (the "Effective Date"), by and between Constellation Cannabis, LLC, a Washington State limited liability company ("Seller"), and Blush Velvet, LLC, a Washington State limited liability company ("Purchaser"). Purchaser and Seller may be referred to herein individually as a "Party" and, collectively, as the "Parties."

### WITNESSETH

WHEREAS, the Parties desire to enter into a definitive agreement pursuant to which Seller will sell to Purchaser, and Purchaser will purchase from Seller, the Constellation Marks, as defined below.

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

### ARTICLE I DEFINITIONS

**Section 1.1** Definitions. As used in this Agreement, the following terms have the meanings set forth below:

"Agreement" has the meaning set forth in the introductory paragraph of this Agreement.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in the State of Washington are required by law to be closed.

"Constellation Marks" means the trademarks, trade names, service marks, social media accounts, email addresses, seller lists, and domain names, and any visual representations thereof, including logos, designs, symbols, word marks, images, colors and color combinations, trade dress and characters, name abbreviations and variations, and any other publicity rights or indicia of ownership of the Constellation Cannabis brand, including the trademark attached as Exhibit A.

"Effective Date" has the meaning set forth in the introductory paragraph of this Agreement.

"Parties" has the meaning set forth in the introductory paragraph of this Agreement.

"Purchaser" has the meaning set forth in the introductory paragraph of this Agreement.

"Purchase Price" means the purchase price for the Constellation Marks as specified by Seller pursuant to Section 2.2.

"Seller" has the meaning set forth in the introductory paragraph of this Agreement.

### ARTICLE II PURCHASE PRICE

**Section 2.1** Agreement to Purchase and Sell. Subject to the terms and conditions set forth in this Agreement, Seller agrees to grant, sell, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase, accept and acquire from Seller, all right, title and interest to the Constellation Marks.

**Section 2.2** Purchase Price and Payments. For the Constellation Marks, as described herein, Purchaser shall pay to Seller one thousand dollars (\$1,000). Payment shall be due on the Effective Date of signing.

### **ARTICLE III** **TRADEMARK ASSIGNMENT**

**Section 3.1** Assignment of Constellation Marks. Pursuant to this Agreement, and in consideration for the Purchase Price as outlined in Section 2, Purchaser desires to obtain all of Seller's rights, titles, and interest in and to the Constellation Marks. This assignment shall be effective upon the signing of this Agreement. The Parties acknowledge that, with this assignment, Seller hereby sells, assigns, and transfers unto Purchaser, its successors, assigns, and legal representatives, the entire right, title, and interest in and to the Constellation Marks including, without limitation:

- (a) all goodwill symbolized by the Constellation Marks and associated with the business in which the Constellation are used, if any;
- (b) any and all registrations or certificates or renewals that may be issued or granted therefor;
- (c) all income, royalties, and payments now or hereafter due or payable in respect to the Constellation Marks, if any; and
- (d) the right throughout the world to file applications and renewals and obtain registrations of the Constellation Marks in Purchaser's own name throughout the world, including, without limitation, all rights of priority.

**Section 3.2** Obligations of Seller. Seller agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents, or instruments in connection therewith necessary or appropriate to perfect such rights, title, and interest assigned hereby in Seller, its successors, assigns, and legal representatives. Seller further agrees to communicate to Purchaser, and its successors, assigns, and legal representatives, any facts known to Seller respecting the Constellation Marks and to provide to Purchaser all written and electronic documentation in support of its ownership and continuous use of the Constellation Marks from the date of first use or registration; and, at the expense of Seller, to testify in any legal proceedings, sign all lawful agreements, documents, or instruments, make all lawful oaths and generally do everything possible to vest title in Purchaser and to aid Purchaser, its successors, assigns, and legal representatives to obtain and enforce its rights in the Constellation Marks.

**Section 3.3** Protection of the Constellation Marks. Following the signing of this Agreement, Seller shall have no proprietary or ownership rights to the Constellation Marks or any confusingly similar variation thereof, except as may be expressly granted by Purchaser. Seller shall not at any time oppose, seek cancellation of, or take any action which may prejudice the validity of, or Purchaser's title to, the Constellation Marks, or create any rights adverse to those of Purchaser, nor shall Seller use such Constellation Marks or any confusingly similar variation thereof for any purpose other than as authorized by this Agreement or any other written agreement entered into between the parties.

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser represents and warrants to Seller, as of each applicable Payment Date, the following:

**Section 4.1**    Organization. Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Washington, with all requisite power and authority to execute, deliver, and perform this Agreement.

**Section 4.2**    Authorization and Enforceability. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby by Purchaser have been duly authorized and approved by all necessary action. This Agreement constitutes the legal, valid, and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**Section 4.3**    Litigation. There are no claims, arbitrations, administrative or other proceedings, governmental investigations, or inquiries pending or threatened against Purchaser or any of its affiliates affecting, or that could affect, the performance by Purchaser of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Purchaser, as of each applicable Payment Date, the following:

**Section 5.1**    Organization. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Washington, with all requisite power and authority to execute, deliver, and perform this Agreement.

**Section 5.2**    Authorization and Enforceability. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby by Seller have been duly authorized and approved by all necessary action. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**Section 5.3**    Litigation. There are no claims, arbitrations, administrative or other proceedings, governmental investigations, or inquiries pending or threatened against Seller or any of its affiliates affecting, or that could affect, the performance by Seller of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

**ARTICLE VI**  
**MISCELLANEOUS PROVISIONS**

**Section 6.1**    Notices and Requests. All notices and other communications under or in connection with this Agreement shall be given in writing and deemed given (a) if delivered personally, upon delivery, (b) if delivered by mail, five (5) business days after being mailed or (c) if given by electronic mail, upon acknowledgement of receipt by the receiving Party, in each case to the Parties at the following addresses.

If to Purchaser: Blush Velvet, LLC  
1434 Madrona Avenue  
Everett, Washington 98203  
Attn: Bailey Krueger  
Email: baileykhubbard@gmail.com

If to Seller: Constellation Cannabis, LLC  
320 125th Street  
Everett, Washington 98208  
Email: jeff@constellationcannabis.com

Either Party may at any time change the address to which notices may be sent under this Section 6.1 by giving notice of such change to the other Party in the manner set forth herein.

**Section 6.2** Amendments. This Agreement shall not in any manner be supplemented, amended, or modified except by a written instrument executed on behalf of the Parties hereto by their respective duly authorized representatives.

**Section 6.3** No Waiver. Any agreement by a Party to any extension or waiver of any provision of this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation, or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation, or warranty. A waiver by any Party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

**Section 6.4** Assignment of Agreement.

(a) Except as provided in Section 6.4(b), no Party may assign (by operation of law, sale of substantially all of the assets, or otherwise), delegate, or otherwise transfer any of its rights, interests, or obligations under this Agreement without the written consent of the other Party, and any such purported assignment, delegation, or transfer by any Party without such consent shall be null and void.

(b) Notwithstanding Section 6.4(a), Purchaser may assign or delegate this Agreement and the rights and obligations created hereunder or any part thereof to any wholly-owned subsidiary or successor of Purchaser without the consent of Seller.

(c) Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and permitted assigns.

**Section 6.5** Waiver of Jury Trial; Jurisdiction; Venue. EACH MEMBER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT. This Agreement shall be enforced in the United States District Court for the Northern District of California or the Alameda County Superior Court of the State of California, and the parties consent to the jurisdiction and venue of any such courts and waive any argument that venue in such forums is not proper or convenient.

**Section 6.6** Counterparts. This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement.

**Section 6.7** Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and negotiations, both written and oral, between the Parties with respect to such subject matter.

**Section 6.8** Interpretation; Captions. When a reference is made in this Agreement to an Article, Section, or Recital, such reference is to an article, section, or recital to this Agreement unless otherwise indicated. The article and section headings appearing in this Agreement have been inserted for reference purposes only and in no way define, limit, or enlarge the scope of this Agreement or any of the provisions hereof. Accordingly, such article, section, and exhibit headings shall not be considered part of any Article, Section, or Exhibit for purposes of construing provisions hereof and shall not in any way affect the meaning or interpretation of this Agreement. The words “include,” “includes,” and “including” (and similar terms) are deemed to be followed by the words “without limitation.” The plural is deemed to include the singular and vice versa.

**Section 6.9** Construction. This Agreement is the product of negotiations between the Parties represented by counsel and thus shall be construed as if jointly prepared and drafted by them, such that no ambiguity in any provision hereof shall be construed for or against either Party by reason of rules of construction against the drafting Party or any similar doctrine.

**Section 6.10** Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Agreement, or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

**Section 6.11** No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the Parties and their respective successors, legal representatives, and permitted assigns, any rights or remedies under or by reason of this Agreement.

[Signature page follows]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

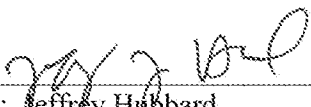
PURCHASER:

BLUSH VELVET, LLC

By:   
Name: Bailey Krueger  
Title: General Manager

SELLER:

CONSTELLATION CANNABIS, LLC

By:   
Name: Jeffrey Hubbard

**EXHIBIT A**



**CONSTELLATION  
CANNABIS**

**Exhibit A**