

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472908

<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>
Cosmic Fog Vapors, LLC		03/15/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cosmic Fog Vapors Operating Company, LLC		
<b>Street Address:</b>	3115 Airway Ave.		
<b>City:</b>	Costa Mesa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92626		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87256003	KRYPTOMELON	
<b>Serial Number:</b>	87255936	KREWBERRY	
<b>Serial Number:</b>	87229255	DAPPLE WHIP	
<b>Serial Number:</b>	87229247	NEXT DAY	
<b>Serial Number:</b>	87229236	BAIE CRÈME	
<b>Serial Number:</b>	87229229	STREEK	
<b>Serial Number:</b>	87229220	NEON CREAM	
<b>Serial Number:</b>	87227369	CHEWBERRY	
<b>Serial Number:</b>	87227361	CHILL'D TOBACCO	
<b>Serial Number:</b>	87227345	SONSET	
<b>Serial Number:</b>	87227340	SONRISE	
<b>Serial Number:</b>	87227330	TNGL	
<b>Serial Number:</b>	87227247	SIMPLY SOUTHERN	
<b>Serial Number:</b>	87194435	KRYP	
<b>Serial Number:</b>	86873487		
<b>Serial Number:</b>	86873464	LIQUID STATE	
<b>Serial Number:</b>	86537434	LOST FOG	
<b>Serial Number:</b>	86451421	CHURCH	
<b>Serial Number:</b>	86451407	COLA GUMMY	
<b>TRADEMARK</b>			

CH \$665.00 87256003

Property Type	Number	Word Mark
Serial Number:	86451391	NUTZ
Serial Number:	86451373	THE SHOCKER
Serial Number:	86451360	KRYPTONITE
Serial Number:	86451336	
Serial Number:	86451312	COSMIC
Serial Number:	86451202	COSMIC FOG
Serial Number:	86204482	MILK & HONEY

**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.*

**Phone:** 714-641-5100

**Email:** trademarks@rutan.com

**Correspondent Name:** Lindsay J. Hulley, c/o Rutan & Tucker

**Address Line 1:** 611 Anton Blvd.

**Address Line 2:** Suite 1400

**Address Line 4:** Costa Mesa, CALIFORNIA 92626-7681

<b>ATTORNEY DOCKET NUMBER:</b>	034531.0000
<b>NAME OF SUBMITTER:</b>	Lindsay J. Hulley
<b>SIGNATURE:</b>	/Lindsay J. Hulley/
<b>DATE SIGNED:</b>	05/07/2018

**Total Attachments: 9**

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## CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement"), dated as of March 15, 2018 (the "Effective Date"), is entered into by and between Cosmic Fog Vapors, LLC, a California limited liability company ("Cosmic Fog"), and Cosmic Fog Vapors Operating Company, LLC, a Delaware limited liability company ("Cosmic Sub") and wholly-owned subsidiary of Cosmic Fog.

WHEREAS, Cosmic Fog is party to a Securities Purchase Option Agreement, dated as of March 15, 2018, by and among Cosmic Fog, as seller, and Fontem U.S. Inc., as purchaser ("Fontem"), and the other parties set forth therein (as may be amended, modified, supplemented, and/or restated, the "Option Agreement");

WHEREAS, Cosmic Fog owns all right, title and interest in, to and under the Transferred Assets (as defined below) and is subject to the Transferred Liabilities (as defined below); and

WHEREAS, Cosmic Fog desires to contribute, transfer, convey, assign and deliver to Cosmic Sub, and Cosmic Sub desires to acquire, accept and assume from Cosmic Fog, all of Cosmic Fog's right, title and interest in, to and under the Transferred Assets and all of Cosmic Fog's Liabilities and obligations under the Transferred Liabilities (the "Contribution").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, Cosmic Fog and Cosmic Sub hereby agree as follows:

1. Definitions.

(a) Capitalized terms used and not otherwise defined herein have the meanings set forth in the Option Agreement.

(b) "Transferred Assets" shall mean all of Cosmic Fog's right, title and interest in, to and under all of its assets, properties, agreements, Contracts, Permits rights and licensees, of every kind and description, real, personal or mixed, tangible or intangible, owned, leased, or licensed by Cosmic Fog, [REDACTED]

[REDACTED] Without limiting the foregoing, the following shall be included among the Transferred Assets;

(i) all raw materials, work-in-progress, finished goods, supplies and other inventories of Cosmic Fog, whether in the possession of Cosmic Fog or a third party;

(ii) all machinery, equipment, plant and office furniture, wiring, controls, tools, molds and dies of Cosmic Fog and all customer tooling possessed by the Cosmic Fog;

(iii) all claims, rights, causes of action, defenses and rights of offset or counterclaim against third parties, whether choate or inchoate, known or unknown,

contingent or noncontingent ("Claims"), relating to or in connection with any of the Transferred Assets or the Transferred Liabilities, [REDACTED];

(iv) all Cosmic Fog intellectual property rights;

(v) all licenses, Permits or other governmental authorizations or any licenses, registrations, approvals or authorizations issued by any private organization used in or required for use in the operation of the Business;

(vi) all books, records, files and papers, whether in hard copy or computer format, including sales and promotional literature, manuals and data, sales and purchase correspondence, customer lists, lists of suppliers, personnel and employment records and copies of any information relating to Taxes relating to the Transferred Assets;

(vii) all rights and claims under any and all transferable warranties extended by suppliers, vendors, contractors, manufacturers and licensors;

(viii) all prepaid charges and prepaid expenses of Seller related to the Business, and all advances provided to suppliers of the Business;

(ix) all other tangible assets of the Seller;

(x) good and valid title of each property owned by Cosmic Fog, including all beneficial rights in relation to those properties, and all rights and obligations in relation to each property leased by Cosmic Fog;

(xi) [REDACTED]; and

(xii) the goodwill of the Business.

(c) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

7. Further Assurances. Cosmic Fog and Cosmic Sub agree to execute and deliver any and all documents and instruments of transfer, assignment, assumption, or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

8. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

9. Entire Agreement. This Agreement, together with the Option Agreement, and the documents and instruments contemplated herein and therein, constitute the entire agreement, and supersede all other agreements and undertakings, both written and oral, among the parties to this Agreement, or any of them, with respect to the subject matter hereof.

10. Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement, provided that, in accordance with the Option Agreement, the parties hereto acknowledge and agree that Fontem shall be an intended third-party beneficiary of this Agreement and shall be entitled to assert any claims and enforce this Agreement in law or in equity the same as if it were party hereto.

13. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

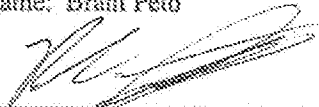
[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

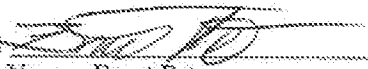
**COSMIC FOG VAPORS, LLC**

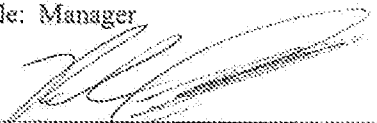
By:   
Name: Brant Peto

By:   
Name: Rob Crossley  
Title: Manager

**COSMIC FOG VAPORS OPERATING  
COMPANY, LLC**

By: COSMIC FOG VAPORS, LLC, its sole  
member

By:   
Name: Brant Peto  
Title: Manager

By:   
Name: Rob Crossley  
Title: Manager

*[Signature Page to Contribution Agreement]*

[REDACTED]

[REDACTED]

■ [REDACTED]  
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