

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514125

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900487588		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adam L. Berk		02/26/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Stem Holdings IP, Inc.		
Street Address:	7777 Glades Road		
Internal Address:	Ste. 203		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33434		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5464933	CANNAVORE	
CORRESPONDENCE DATA			
Fax Number:	2062245659		
<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>			
Phone:	206-224-5657		
Email:	alison@harrisbricken.com		
Correspondent Name:	Alison Malsbury		
Address Line 1:	600 Stewart St.		
Address Line 2:	Ste. 1200		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Alison Malsbury		
SIGNATURE:	/Alison Malsbury/		
DATE SIGNED:	03/13/2019		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adam Berk		02/26/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Stem Holdings IP, Inc.		
Street Address:	7777 Glades Road		
Internal Address:	Ste. 203		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33434		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5464933	CANNAVORE	
CORRESPONDENCE DATA			
Fax Number:	2062245659		
<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>			
Phone:	206-224-5657		
Email:	alison@harrisbricken.com		
Correspondent Name:	Alison Malsbury		
Address Line 1:	600 Stewart St.		
Address Line 2:	Ste. 1200		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Alison Malsbury		
SIGNATURE:	/Alison Malsbury/		
DATE SIGNED:	02/28/2019		
Total Attachments: 8			
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OP \$40.00 5464933

INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER OF RIGHTS
("Assignment")

In consideration of a payment of One Dollar (\$1.00) from the below identified ASSIGNEE to the below identified ASSIGNOR, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR, under the terms of this Assignment, agrees to sell, convey, assign and transfer all rights, title and interests in and to certain intellectual assets ("Intellectual Assets") of ASSIGNOR, as more specifically identified in Schedule 1 (attached hereto and incorporated by herein reference) and the accompanying exhibits (attached thereto and incorporated therein by reference).


As a result:

ASSIGNOR: Adam L. Berk, as an individual, having an address at 9370 Grand Estates Way, Boca Raton, FL 33496, hereby irrevocably sells, assigns, conveys and transfers to

ASSIGNEE: Stem Holdings IP, Inc., a Nevada corporation, having a business address at 7777 Glades Road, Ste 203, Boca Raton, Florida 33434

and its successors, assigns and legal representatives, the entire rights, title and interests for the United States and its territorial possessions and for all countries foreign to the United States in and to the Intellectual Assets, comprising all related rights of priority arising from the Intellectual Assets, in the United States or in countries foreign to the United States, and which is commensurate with the full term of the rights granted to all proprietary interests and rights to the Intellectual Assets recited in Schedule 1, and the ASSIGNOR acknowledges that the terms herein apply to such Intellectual Assets.

This Assignment shall be deemed to be a full legal and formal equivalent of any document, which may be required, in any country for proof of right of ASSIGNEE to obtain and/or apply for any form of proprietary protection for the Intellectual Assets and to claim the aforementioned benefit of the right of priority for such Intellectual Assets.

 ASSIGNOR owns, and covenants, warrants and represents that it has, all rights, title and interests in and to the Intellectual Assets or applications therefor, and is free to convey, sell, assign and transfer the entire rights, title, interests, and all goodwill of the business in and to Intellectual Assets to the extent held by ASSIGNOR, or applications therefor; and ASSIGNOR relinquishes any and all claims to the Intellectual Assets.

ASSIGNOR hereby further covenants, warrants and represents, if applicable, that any and all United States and foreign filing fees, prosecutions fees, application fees, agent fees, attorney's fees, maintenance fees, and any other associated costs, fees and expenses are fully paid-up and current as of the Effective Date of this Assignment.

ASSIGNOR hereby further covenants, warrants and represents that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment; and in the event of such conflict wherein the foregoing is under control of the ASSIGNOR, the terms of this Assignment shall prevail.

ASSIGNOR further covenants, warrants and represents that, without additional consideration, ASSIGNOR will, upon ASSIGNEE'S request, promptly provide ASSIGNEE with all pertinent facts and documents relating to the Intellectual Assets, and legal equivalents, as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, infringement, litigation or proceeding (including inter

partes review under AIA) related thereto; and will promptly execute and deliver to ASSIGNEE, or their legal representatives, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the rights in the Intellectual Assets, and the equivalents thereof, which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE have the full legal capacity to enter into this Assignment.

ASSIGNOR and ASSIGNEE agree that the terms recited herein are binding on the ASSIGNOR and ASSIGNEE, respectively; and this Assignment shall be binding upon and inure to the benefit of the ASSIGNOR and ASSIGNEE, their successors and their permitted assigns.

ASSIGNOR agrees that ASSIGNOR will execute, without further consideration, such instruments and documents as are or may be necessary or convenient to effectuate and carry out this assignment and transfer.

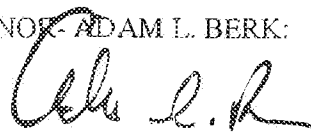
ASSIGNOR and ASSIGNEE shall each bear their own costs and expenses in connection with the transactions contemplated by this Assignment, including all taxes incurred as a result of such transaction. ASSIGNEE hereby irrevocably assumes all liabilities and obligations associated with the Intellectual Assets that accrue from and after the Effective Date.

This Assignment constitutes the entire understanding of ASSIGNOR and ASSIGNEE with respect to the subject matter hereof, supersedes all existing agreements (whether oral or written) among them concerning such subject matter. There are no representations, warranties, covenants, or other agreements or obligations between or among the ASSIGNOR and ASSIGNEE in connection with the subject matter of this Assignment; however, in the event of any conflict or inconsistency between the terms of this Assignment and any other agreement related to the subject matter hereof, the terms of this Assignment shall control.

This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

ASSIGNOR agrees to the terms recited herein as evidenced by the authorized signature of ASSIGNOR.

ASSIGNOR: ADAM L. BERK:



Effective Date: February 26, 2019.

By: _____
Adam L. Berk

Schedule 1

The Intellectual Assets comprise of all trademarks, service marks, logos, tag lines, product names, designs and trade names, whether statutory or common law, including but not limited to the trademark CANNAVORE (Exhibit 1) in existence as of the Effective Date.

EXHIBIT 1

United States of America
United States Patent and Trademark Office

CANNAVORE

Reg. No. 5,464,933

Registered May 08, 2018

Int. Cl.: 18

Trademark

Principal Register

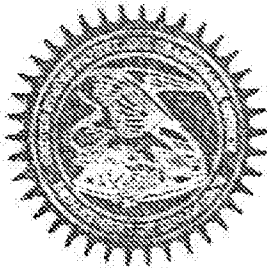
Berk, Adam (UNITED STATES INDIVIDUAL)
9370 Grand Estates Way
Boea Raton, FLORIDA 33496

CLASS 18: Backpacks

FIRST USE 2-1-2018, IN COMMERCE 2-1-2018

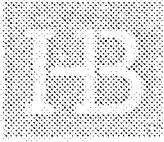
THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY
PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 86-717,193, FILED 08-06-2015



Andrew L. Han

Director of the United States
Patent and Trademark Office



MARKO BRIGGEN

January 28, 2019

VIA USPS

Stem Holdings
7777 Glades Road, suite 203
Boca Raton, FL 33434

RE: U.S. Trademark Registration No. 5,464,933 for CANNAVORE

Dear Adam:

Enclosed please find the original Certificate of Registration for U.S. Trademark Registration No. 5,464,933 for the mark CANNAVORE. The registration was issued by the U.S. Patent and Trademark Office (USPTO) on May 8, 2018.

The registration details are as follows:

TRADEMARK:	CANNAVORE
REGISTRATION NO.:	5,464,933
GOODS:	Class 18 - Backpacks
REGISTRATION DATE:	May 8, 2018
OWNER:	Adam Berk

The initial term of the registration is 10 years, expiring on May 8, 2028. The registration may be renewed for additional 10-year periods subject to certain requirements. Additionally, the USPTO requires that certain maintenance requirements be satisfied between the 5th and 6th anniversaries of the registration date, as further detailed below.

MAINTENANCE AND RENEWAL REQUIREMENTS AND DEADLINES

To maintain rights in this registration, certain documents must be filed with the USPTO at specified times as follows:

1. A Declaration of Continued Use or Excusable Nonuse must be filed on or between May 8, 2023 and May 8, 2024. US trademark law requires that a sworn declaration, along with a specimen showing use of the mark in connection with one of the

USPTO
400...
www.uspto.gov

BARCELONA, MADRID, LISI, ANTONI, PERLES Y LLOA, FRANCISCO, SUTON

goods in each registration class, be filed with the USPTO on or between the fifth and sixth anniversaries of a registration. Among other requirements, the declaration must include:

- A statement that the mark is in use in commerce.
- A list of the goods in the registration for which the mark is in use.

In some instances the USPTO may respond to this declaration with a post-registration office action that will require submission of exhibits, declarations, information, or other evidence of use, in addition to the submitted specimen.

If the mark is not in use in commerce for one or more of the goods listed in the registration, a Declaration of Excusable Nonuse may be filed with the USPTO to maintain the registration for those goods if certain requirements are met. As a general rule, to be excusable the nonuse must be temporary, due to special circumstances, and not due to an intent to abandon the mark.

FAILURE TO FILE THIS DOCUMENT WILL RESULT IN CANCELLATION OF THE REGISTRATION.

2. A Declaration of Continued Use or Excusable Nonuse and an Application for Renewal must be filed on or between May 8, 2027 and May 8, 2028 and during the last year of every ten-year period thereafter. To renew the registration, a Declaration of Continued Use or Excusable Nonuse (see above) and an Application for Renewal must be filed with the USPTO between the 9th and 10th anniversaries of the registration, and during the last year of each successive 10-year period thereafter.

FAILURE TO FILE THESE DOCUMENTS WILL RESULT IN CANCELLATION OF THE REGISTRATION.

We will contact you well in advance of the deadlines for maintenance and renewal, but recommend that you also calendar these dates.

DECLARATION OF INCONTESTABILITY

A Declaration of Incontestability may be filed once the mark has been in continuous use in commerce for a period of 5 years after the date of registration. If filed, a Declaration of Incontestability must be filed within 1 year after the expiration of any 5-year period of continuous use of the mark in commerce following registration.

Although not required for registration maintenance, filing a Declaration of Incontestability, if available, is often recommended because incontestable status can afford significant benefits against challenges of invalidity, particularly for marks that are arguably descriptive in nature.



WASHINGTON, DC 20593 | PHOENIX | PORTLAND | SAN FRANCISCO | SEATTLE

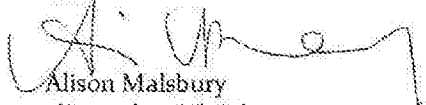
USE OF THE FEDERAL TRADEMARK REGISTRATION SYMBOL

Adam Berk should now use the federal trademark registration symbol ® with the CANNAVORE mark when the mark is used in U.S. commerce in connection with backpacks. Alternatively, Adam Berk may display either of the following statements with the mark:

- Registered in the U.S. Patent and Trademark Office.
- Reg. U.S. Pat. & Tm Off.

Don't hesitate to contact me should you have any questions about the foregoing.

Best



Alison Malsbury
alison@harrisbricken.com



INTERNATIONAL | BOSTON | CHICAGO | COLUMBIA | DALLAS | DENVER | HOUSTON | LOS ANGELES | MIAMI | NEW YORK | PHOENIX | SAN FRANCISCO | SEATTLE