

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kannaway LLC -		03/05/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Medical Marijuana, Inc.		
Street Address:	13831 Danielson Street		
City:	Poway		
State/Country:	CALIFORNIA		
Postal Code:	92064		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	88094295	K	
Registration Number:	5627671	KANNAWAY	
Serial Number:	87194243	REVIVE PRO	
Serial Number:	87194225	REVIVE AM	
Serial Number:	87194189	REVIVE PM	
Registration Number:	5093767	THE MOVEMENT WITH A PURPOSE	
Registration Number:	4850551	THE GENESIS OF NUTRITION REVIVE	
Registration Number:	4850547	THE GENESIS OF NUTRITION REVIVE PRO	
Registration Number:	4875961	DEFINED TRANSFORMATION	
Registration Number:	5498106	KWAYFIT	
Registration Number:	4798290	THE ADVANCED NUTRITIONAL SUPPLEMENT BLEN	
Registration Number:	4683873	ASPIRE HIGHER	
Registration Number:	4651867	K	
Registration Number:	4620432	K	
Registration Number:	4924998	KANNAWAY	
Registration Number:	4925003	K KANNAWAY	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 88094295

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: 6198892990
Email: kenny.glatzel@preips.com
Correspondent Name: Khanh T. Glatzel
Address Line 1: 1637 E. Valley Pkwy #182
Address Line 4: Escondido, CALIFORNIA 92027

NAME OF SUBMITTER:	Khanh T. Glatzel
SIGNATURE:	/Khanh T. Glatzel/
DATE SIGNED:	03/05/2019

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into by and between Kannaway LLC, a Nevada limited liability company, having an address of 10525 Vista Sorrento Parkway, Suite 200, San Diego, CA 92121, USA ("Assignor"), and Medical Marijuana, Inc., an Oregon corporation, having an address of 13831 Danielson Street, Poway, CA 92064, USA ("Assignee"). The Assignor and Assignee shall be herein referred to as "Parties" together and as "Party", as each of Assignor or Assignee.

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks which are the subject of trademark registrations or trademark applications set forth in Schedule A attached hereto (the "Trademarks"); and

WHEREAS, the Assignee wishes to receive the full rights of the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. **Ownership.** The Assignor hereby represents that the Assignor is the sole and rightful owner of the Trademarks.

2. **Assignment.** In exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer, and agree to sell, assign, transfer to Assignee all of its right, title, and interest in the Trademarks, together with that portion of Assignor's business relating to the Trademarks and the goodwill of the business symbolized by the Trademarks to Assignee. The right, title, and interest conveyed in this Agreement are to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

3. **Considerations.** The Assignee shall pay a sum of one U.S. dollars (\$1.00) to Assignor upon the execution of this Agreement.

4. **Authorization.** The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the Trademarks and/or Trademark rights set forth in Schedule A to Assignee as recipient of Assignor's right, title, and interest therein.

5. **Cooperation.** Assignor further agrees to: (a) cooperate with Assignee in the prosecution and protection of the trademark rights in the United States, prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge, and deliver all such further papers, including

Trademark registrations and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain and maintain the Trademarks in any and all countries and jurisdictions.

6. **Warranty.** Assignor warrants that Assignor is the legal owner of all right, title, and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered, and that this Agreement does not infringe on the rights of any person.

7. **Remedies.** In the event of a breach or threatened breach by the Assignor of any of the provisions of this Agreement, the Assignor hereby consents and agrees that the Assignee shall be entitled to seek, in addition to other available remedies, as temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

8. **Successors and Assigns.**

8.1. Assignment by the Assignee. The Assignee may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Assignee. This Agreement shall inure to the benefit of the Assignee and permitted successors and assigns.

8.2. No Assignment by the Assignor. The Assignor may not assign this Agreement or any part hereof. Any purported assignment by the Assignor shall be null and void from the initial date of purported assignment. The Assignee shall not acknowledge or accept any assignment, whether on the date of the purported assignment or thereafter.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which is an original but all of which shall constitute one and the same instrument.

10. **Arbitration.** The Parties agree that any dispute, controversy or claim arising out of or related to this Agreement or any breach of this Agreement shall be submitted to and decided by binding arbitration. Arbitration shall be administered under the laws in accordance with the American Arbitration Association. Discovery in any arbitration proceeding shall be conducted according to the American Arbitration Association Rules. Any arbitral award determination shall be final and binding upon the Parties.

11. **Governing Law.** This Agreement, for all purposes, shall be construed in accordance with the laws of California without regard to conflicts-of-law principles. Venue for any legal action shall be the County of San Diego, State of California, USA.

12. **Entire Agreement.** Unless specifically provided herein, this Agreement contains all the understandings and representations between the Assignor and the Assignee pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; provided, however, that the Agreement shall remain in full force and effect.

13. **Modification and Waiver.** No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Assignor and by a duly authorized officer of the Assignee (other than the Assignor). No waiver by either of the Parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such rights, power, or privilege.

14. **Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

15. **Captions.** Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

16. **Acknowledgements.** The Assignor acknowledges that Assignor has been provided with a copy of this Agreement for review prior to signing it, that the Assignee hereby encourages the Assignor to have this Agreement reviewed by its own attorney prior to signing it, that the Assignor has signed the Agreement on its own will, and that the Assignor understands the purposes and effects of this Agreement.

17. **Force Majure.** Neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date below.

Assignor
Kannaway LLC

Michael L. Corrigan

Name: MICHAEL L. CORRIGAN

Title: SECRETARY

Date: March 5, 2019

Assignee
Medical Marijuana, Inc.

Michael L. Corrigan

Name: MICHAEL L. CORRIGAN

Title: SECRETARY

SCHEDULE A
The “Trademarks”

1. K and design, Serial Number 88094295
2. KANNAWAY, Registration Number 5627671
3. REV!VE Pro, Serial Number 87194243
4. REV!VE AM, Serial Number 87194225
5. REV!VE PM, Serial Number 87194189
6. THE MOVEMENT WITH A PURPOSE, Registration Number 5093767
7. THE GENESIS OF NUTRITION REV!VE, Registration Number 4850551
8. THE GENESIS OF NUTRITION REV!VE PRO, Registration Number 4850547
9. DEFINED TRANSFORMATION, Registration Number 4875961
10. KWAYFIT, Registration Number 5498106
11. THE ADVANCED NUTRITIONAL SUPPLEMENT BLEND REV!VE, Registration Number 4798290
12. ASPIRE HIGHER, Registration Number 4683873
13. K and design, Registration Number 4651867
14. K and design, Registration Number 4620432
15. K KANNAWAY and design, Registration Number 4925003
16. KANNAWAY and design, Registration Number 4924998