

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520447

<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>
Adam Berk		04/23/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stem Holdings IP, Inc.		
<b>Street Address:</b>	7777 Glades Road		
<b>Internal Address:</b>	Ste 203		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33434		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86717150	CANNAVORE	
<b>Serial Number:</b>	86717186	CANNAVORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	206-224-5657		
<b>Email:</b>	madeline@harrisbricken.com		
<b>Correspondent Name:</b>	Alison Malsbury		
<b>Address Line 1:</b>	600 Stewart St		
<b>Address Line 2:</b>	Ste 1200		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>NAME OF SUBMITTER:</b>	Alison Malsbury		
<b>SIGNATURE:</b>	/Alison Malsbury/		
<b>DATE SIGNED:</b>	04/23/2019		
<b>Total Attachments: 4</b>			
source=CANNAVORE Assignment of Intellectual Property Rights Agreement [SIGNED]#page1.tif			
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OP \$65.00 86717150



## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Assignment of Intellectual Property Rights Agreement (“**Agreement**”) is between Adam Berk, an individual (“**Assignor**”) and Stem holdings IP, Inc., a Nevada (“**Assignee**”).

### SECTION 1 INTELLECTUAL PROPERTY RIGHTS

- 1.1 Definition.** “**Creative Work**” means the creative work described on the attached Schedule 1.1.
- 1.2 Assignment.** Assignor assigns to Assignee Assignor’s entire interest in:
- (a) the Creative Work, including but not limited to all copyrights, patent rights, trade secret rights, trademark rights, all good will of the business, and other intellectual and proprietary rights in the Creative Work; and
  - (b) any claims, actions, proceedings, damages, liabilities, and expenses of every kind that Assignor may have against or be able to recover from any person, whether known or unknown, resulting from or arising out of the person’s infringement of any copyright, patent, or trademark, misappropriation of any trade secret, or violation of any other intellectual or proprietary right of Assignor with respect to the Creative Work.
- 1.3 Moral Rights.** Assignor assigns to Assignee any moral rights that Assignor may have in the Creative Work, and waives any right to assert any moral rights in any portion of the Creative Work.
- 1.4 Perfection.** At the request and expense of Assignee, Assignor will sign such documents and take such actions that Assignee deems reasonably necessary to perfect, protect, and evidence Assignee’s rights in the Creative Work.
- 1.5 Indemnification.** Assignor will defend and indemnify Assignee for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney’s fees, resulting from or arising out of any claim that the Creative Work infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person, but not to the extent that the claim results from or arises out of:
- (a) Assignee’s combination of the Creative Work with any service or product not provided by Assignor, where the infringement, misappropriation, or violation would not have occurred but for the combination; or
  - (b) Assignee’s modification of the Creative Work, where the infringement, misappropriation, or violation would not have occurred but for the modification.

## SECTION 2 GENERAL

- 2.1 Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
- 2.2 Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 2.3 Attachments.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 2.4 Governing Law.** This Agreement is governed by the laws of the State of Washington, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 2.5 Venue.** Any action or proceeding arising out of this Agreement will be litigated in courts located in King County, Washington. Each party consents and submits to the jurisdiction of any local, state, or federal court located in King County, Washington.
- 2.6 Attorney's Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- 2.7 Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

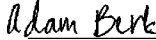
[Signature page follows]

Dated effective: 04/23/2019

**Assignor:**

Adam Berk  
9370 Estates Way  
Boca Raton, FL 33496

DocuSigned by:



By: Adam Berk

**Assignee:**

Stem Holdings IP, Inc.  
7777 Glades Road, Ste 203  
Boca Raton, FL 33434

DocuSigned by:



By: Adam Berk

Its: President

**SCHEDULE 1.1**

**Creative Work**

The Creative Work includes the following:

1. The following federal trademark applications:
  - a. CANNAVORE, serial number 86717150, which was filed on August 6, 2015 with the United States Patent and Trademark Office (“USPTO”);
  - b. CANNAVORE, serial number 86717186, which was filed on August 6, 2015 with the United States Patent and Trademark Office (“USPTO”);
2. Any and all trade secrets and copyrights Assignor may have developed since its inception.