

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GW Research Limited		04/29/2019	limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	GW Pharma Limited		
Street Address:	Sovereign House, Vision Park		
Internal Address:	Chivers Way, Histon		
City:	Cambridge		
State/Country:	UNITED KINGDOM		
Postal Code:	CB249BZ		
Entity Type:	limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5598310	GREENWICH BIOSCIENCES	
Registration Number:	5682224	GREENWICH BIOSCIENCES	
Registration Number:	5651696	GREENWICH BIOSCIENCES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jgriswold@honigman.com		
Correspondent Name:	Jennifer M. Hetu, Honigman LLP		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
NAME OF SUBMITTER:	Jennifer M. Hetu, Esq		
SIGNATURE:	/jmh/		
DATE SIGNED:	05/23/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), is effective as of 29 day of APRIL, 2019 between GW Research Limited, a limited company organized under the laws of the United Kingdom, having its address at Sovereign House, Vision Park, Chivers Way, Histon, Cambridge CB249BZ, United Kingdom ("Assignor"), and GW Pharma Limited, a limited company organized under the laws of the United Kingdom, having its registered address at Sovereign House, Vision Park, Histon, Cambridge CB249BZ, United Kingdom ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the U.S. trademark assets in Exhibit A that are owned by Assignor; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all U.S. trademark assets in Exhibit A that are owned by Assignor as set forth below.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Marks. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind in and to the U.S. trademarks, service marks, trade names, trade dress, and all applications therefore that are used in connection with Assignor's business, together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in Exhibit A, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States, now or hereafter in effect.

2. Rights. The foregoing assignment includes any and all renewals thereof, together with the right to bring suit and collect for past, present and future infringements thereof.

3. Further Assurances. Assignor shall, without further consideration, execute any additional documents as may be reasonably requested by Assignee to prove and record this Assignment.

4. Binding Effect. This assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.


5. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. Faeximile Signatures. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

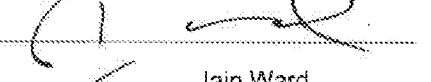
ASSIGNOR:

GW RESEARCH LIMITED

By: 
Name: GW Iain Ward
General Counsel UK
1 Cavendish Place
London
Title: General Counsel W1G 0QF

ASSIGNEE:

GW PHARMA LIMITED

By: 
Name: GW Iain Ward
General Counsel UK
1 Cavendish Place
London
Title: General Counsel W1G 0QF

Witness Name: CHERYL SANDERSON

Witness Signature: 

Witness Address and occupation:
GW PHARMACEUTICALS
1 CAVENDISH PLACE
LONDON

Witness Name: CHERYL SANDERSON

Witness Signature: 

Witness Address and occupation:
GW PHARMACEUTICALS
1 CAVENDISH PLACE
LONDON

EXHIBIT A

Mark	Application No.	Registration No.	Owner name and address
GREENWICH BIOSCIENCES	87050601	5598310	GW Research Limited Private Limited Company Great Britain Sovereign House Vision Park, Chivers Way Histon, Cambridge Great Britain CB24 9BZ
GREENWICH BIOSCIENCES	87977676	5682224	GW Research Limited Private Limited Company Great Britain Sovereign House Vision Park, Chivers Way Histon, Cambridge Great Britain CB24 9BZ
GREENWICH BIOSCIENCES	87979127	5651696	GW Research Limited Private Limited Company Great Britain Sovereign House Vision Park, Chivers Way Histon, Cambridge Great Britain CB24 9BZ