

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Product Innovations Research LLC		10/09/2019	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Hempz Technologies, LLC
Street Address:	600 Montgomery Street
Internal Address:	Suite 2900
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3318216	HEMPZ
Registration Number:	2675046	HEMPZ
Registration Number:	2841419	HEMPZ
Registration Number:	3982503	HEMPZ COUTURE
Registration Number:	3958565	RADICALLY HEMP
Serial Number:	87198490	HEMPGANICS
Serial Number:	87198462	HEMPGANICS
Serial Number:	87198541	HEMPGANICS
Serial Number:	87198506	HEMPGANICS
Serial Number:	86903714	HEMPZ
Serial Number:	86793791	PURELY HEMP
Serial Number:	86782266	PURELY HEMP

CORRESPONDENCE DATA

Fax Number: 6172359493

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.

CH \$315.00 3318216

Phone: 212-596-9287
Email: nicole.mollica@ropesgray.com
Correspondent Name: Nicole Mollica, Ropes & Gray LLP
Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: SGGP-239-005

NAME OF SUBMITTER: Nicole Mollica

SIGNATURE: /nicole mollica/

DATE SIGNED: 10/10/2019

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Assignment from Product Innovations Research LLC, a limited liability company organized and existing under the laws of Texas located at Suite 1200, 15770 North Dallas Parkway, Dallas, Texas 75248 (“Assignor”), to Hempz Technologies, LLC, a limited liability company organized and existing under the laws of Delaware, located at 600 Montgomery Street, Suite 2900, San Francisco, CA 94111 (“Assignee”), is effective as of October 9, 2019 (the “Effective Date”).

WHEREAS, pursuant to the terms of that certain Asset Contribution & Distribution Agreement, dated as of July 10, 2019 (the “Asset Contribution Agreement”), Assignor agreed to contribute, transfer, assign, convey and deliver to the Assignee all of Assignor’s right, title and interest in and to certain Acquired Assets as set forth in Schedule A (the “Assigned Trademarks”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of Assignor’s rights, title and interest for all jurisdictions throughout the world, including all countries and political entities, in and to:

- (a) the Assigned Trademarks, together with the business or that portion of the business to which the Assigned Trademarks pertain, including all common law rights;
- (b) any and all goodwill of the business associated with, but not limited to, the Assigned Trademarks;
- (c) any and all registrations and application which correspond to the Assigned Trademarks, including, without limitation, the right to file additional trademark applications and to all resulting registrations, free and clear of all encumbrances;
- (d) any and all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and
- (e) any and all income, royalties or payments due, accrued or payable as of the date of the Asset Contribution Agreement or thereafter, rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. The Assignee hereby requests and the Assignor hereby grants to the Assignee and its legal representatives all rights necessary to record this Assignment or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world.

3. Assignor agrees that upon reasonable request from Assignee, Assignor will, without charge to Assignor and at Assignee's sole expense, provide whatever documentation Assignor may have relating to or supporting Assignor's usage of the Assigned Trademarks and to sign such documents, take such oaths and do such lawful acts as may be reasonably necessary for vesting title to the Assigned Trademarks in Assignee.

4. As of the Effective Date of this Assignment, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to all costs and fees that may accrue for the preparing and recording of assignments or obtaining and maintaining any trademark registrations for the Assigned Trademarks.

5. This Assignment will be binding upon the Assignor, and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

6. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Asset Contribution Agreement or the Purchase Agreement (as defined in the Asset Contribution Agreement). To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Asset Contribution Agreement, the Asset Contribution Agreement shall control and govern.

7. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

8. This Assignment may be executed in any number of counter parts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Signature pages to follow.

WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers.

ASSIGNOR:

PRODUCT INNOVATIONS RESEARCH LLC

By: Richard Hough

Name: Richard Hough

Title: President

ASSIGNEE:

HEMPZ TECHNOLOGIES, LLC





By: Richard Hough

Name: Richard Hough





Title: President & Chief Executive Officer

Schedule A

Trademark	Serial No.	Registration No.	Filing Date	Registration Date	Status	Jurisdiction
DISCOVER THE MIRACLE OF HEMPZ		UK00003206877	16- Jan- 17	2-Jun-17	Registered	UK
DISCOVER THE MIRACLE OF HEMPZ	1966820		4- Jun- 19		Pending	CA
DISCOVER THE MIRACLE OF HEMPZ	16255713	16255713	16- Jan- 17	12-May-17	Registered	EU
HEMPGANICS	87198490		10- Oct- 16		Pending	US
HEMPGANICS	87198462		10- Oct- 16		Pending	US
HEMPGANICS	87198541		10- Oct- 16		Pending	US
HEMPGANICS	87198506		10- Oct- 16		Pending	US
HEMPZ	86903714		10- Feb- 16		Pending	US
HEMPZ	78946454	3318216	7- Aug- 06	23-Oct-07	Registered	US
HEMPZ & Design	78055334	2675046	27- Mar- 01	14-Jan-03	Registered	US

						
HEMPZ	78016669	2841419	13-Jul-00	11-May-04	Registered	US
HEMPZ COUTURE	85010509	3982503	9-Apr-10	21-Jun-11	Registered	US
PURELY HEMP & Design 	86793791		20-Oct-15		Pending	US
PURELY HEMP	86782266		8-Oct-15		Pending	US
RADICALLY HEMP	77788811	3958565	24-Jul-09	10-May-11	Registered	US
	N/156323		8-Jul-11	18-Sep-12		Macau ¹
	N/156324					Macau
	32593886					China

¹ Note to Chuck: Do you have the registration number, filing date, registration date, and status for the Macau, China, Hong Kong, and Taiwan marks?

						
	37982514					China
HEMPZ	37976001					China
HEMPZ	304970359					Hong Kong
	304970340					Hong Kong
	108040765					Taiwan
HEMPZ	108040764					Taiwan