

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CB IP LLC		08/30/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	B. Jones Inc		
Street Address:	105 Deerbrook Run		
City:	Manalapan		
State/Country:	NEW JERSEY		
Postal Code:	07726		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5620219	LIVSTYL	
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>			
Phone:	6462468296		
Email:	bp@concentratecos.com		
Correspondent Name:	CB IP LLC		
Address Line 1:	1490 Delgany St		
Address Line 2:	#707		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Brad Pollack		
SIGNATURE:	/Brad Pollack/		
DATE SIGNED:	11/03/2019		
Total Attachments: 23			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 30th day of August, 2019 (the "Effective Date"), by and among B. Jones Inc, a NJ Corporation with an address of 105 Deerbrook Run Manalapan, NJ 07726 (the "Buyer"), and CBIP LLC, a Colorado limited liability company with an address at 1490 Delgany St. #707 Denver, CO 80202 ("Seller").

Whereas, Seller owns certain brands; including, without limitation, Seller's trademarks, trade names, and the registrations, applications and common law trademarks listed on Exhibit A, and any and all goodwill associated with such brand (collectively, the "Brands").

Whereas, Seller intends to sell all rights, title and interest to the Brands to Buyer and to cease using such brand after consummating the transactions contemplated herein;

Whereas, Buyer desires to purchase from Seller all rights, title and interest to the Brands; and

Whereas, Seller desires to sell and assign certain of its assets relating to the Brands to Buyer, and Buyer desires to purchase such assets.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Buyer hereby agree as follows:

1. Sale and Purchase of Assets. Seller shall sell, transfer, and assign to Buyer, and Buyer shall purchase, receive and assume from Seller, free and clear of all encumbrances, liens, equities, claims, easements, pledges, rights of way, covenants, obligations, conditions, liabilities and other restrictions, all of Seller's right, title and interest in and to the following assets (collectively, the "Assets"):

1.1 The Livstyl, Artisanal Extracts, Burning Love, CBDiatric, CRAV, CRXTAL, Grateful Medicinals, Infused Herbals, Jeffried, Kosher Extracts, Local Extract Local, Snoochies, Spiked Elixirs, Star Concentrates, Terp Extract, Terps Infused, Turnt Elixirs, Tyzurp Brands and all trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("Trademarks") set forth on Exhibit A, existing anywhere in the world, including but not limited to the trademarks which are presently or at any time used in connection with Seller's business (the "Business"), created for the Business, or created by someone with a duty to assign their rights to such trademarks to Seller and the goodwill associated with the Business relating thereto;

1.2 The domain names and such other domain names set forth on Exhibit A presently or at any time used in connection with the Business, created for the Business, or created by someone with a duty to assign their rights to such domain names to Seller and the goodwill associated with the Business relating thereto;

1.3 The copyrights presently or at any time used in connection with the Brands, created for the Business, or created by someone with a duty to assign their rights to such copyrights to Seller and the goodwill associated with the Business relating thereto;

1.4 The patents and/or patent applications set forth on Exhibit A presently or at any time used in connection with the Business, created for the Business, or created by someone with a duty to assign their rights to such patents to Seller and the goodwill associated with the Business relating thereto;

1.5 All Computer Aided Designs (CADs), physical samples, prototypes, prints, molds etc., of all products used in connection with or associated with the Business;

1.6 All e-commerce and internet assets including but not limited to URLs, customer lists, Google analytics, SCM/SMO properties, wire frames and all software (whether owned or licensed), data, and databases, and other intellectual property used in, necessary for, or otherwise relating to the Seller's Business;

1.7 All social media accounts related to the Brands listed on Exhibit A, including, without limitation Facebook, Twitter, and Instagram.

1.8 All permits and warranties, all customer vendor numbers (to the extent approved by the particular customers and assignable to Buyer), E.D.I. and UPC information and numbers relating to the business, Seller's phone numbers, fax numbers, and e-mail addresses;

1.9 all claims, causes of action, choses in action, rights of recovery and rights under all warranties, representations and guarantees made by suppliers of products, materials or components thereof, arising from or relating to the Assets;

1.10 all claims, causes of action, choses in action, rights of recovery and rights relating to or arising from the use, licensing, infringement or violation of any intellectual property rights included in the Assets;

1.11 all books and records; and

1.12 all goodwill of the business.

2. Excluded Assets; Liabilities. Buyer shall not purchase the assets set forth on Exhibit B (the "Excluded Assets") or any other assets belonging to Seller that are not described in Section 1. Buyer shall not assume any liability or obligation of Seller, whether fixed, contingent, disclosed, undisclosed or otherwise.

3. Consideration; Payment. The total consideration for the sale and assignment of the Assets to Buyer, and the consideration for Seller's obligations under this Agreement, is One Thousand Dollars (\$1,000.00) and other valuable consideration (the "Purchase Price"). The Purchase Price shall be paid by Buyer to Seller on Closing, as defined below.

4. Closing. The closing date shall be August 30th, 2019 (the "Closing"). At the Closing, Seller shall deliver:

4.1 a Bill of Sale substantially in the form of Exhibit C (the "Bill of Sale") executed by Seller;

4.2 a Trademark Assignment substantially in the form of Exhibit D (the "Trademark Assignment"), executed by Seller;

4.3 a Domain Name Assignment substantially in the form of Exhibit E (the "Domain Name Assignment"), executed by Seller;

4.4 Release of all encumbrances, liens, equities, claims, easements, pledges, rights of way, covenants, obligations, conditions, liabilities and other restrictions.

4.5 Simultaneous with such delivery, Seller Parties shall take all steps required to put Buyer in actual possession and operating control of the Assets.

5. Further Acts and Assurances. Seller shall, at any time and from time to time at and after Closing, upon request of Buyer, take any and all steps necessary to place Buyer in unencumbered possession, ownership and operating control of the Assets and shall do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances, licenses, permits, approvals, authorizations and consents, powers of attorney and assurances as may be reasonably required to transfer and confirm more effectively to Buyer or to its successors or assigns, or to reduce to possession, any or all of the Assets and to carry out the purposes and intent of this Agreement.

6. Representations and Warranties of Seller. The Seller represents, as of the Effective Date and the date of Closing, and warrant after Closing to Buyer as follows:

6.1 Organization, Qualification and Authority. Seller is a limited liability company duly organized and validly existing in the State of Colorado, is in good standing and duly qualified to do business as a foreign corporation in all other jurisdictions in which it operates. No person or entity owns or holds, has any interest in, whether legal, equitable or beneficial, or has the right to purchase, any of the Assets. Seller has the full right, power and authority to execute, deliver and carry out the terms of this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement, if any, to consummate the transactions contemplated hereby, and to take all actions necessary to permit or approve the actions of Seller taken in connection with this Agreement. The execution, delivery and consummation of this Agreement, and all other agreements and documents executed in connection herewith by Seller, if any, has been duly authorized by all necessary action on the part of Seller and all other members of Seller, and will constitute the valid and binding obligations of Seller.

6.2 Absence of Default. The execution, delivery and consummation of this Agreement and the transactions contemplated hereby, and all other agreements and documents executed in connection herewith by Seller, if any, do not constitute a violation of, or do not conflict with, will not, with or without the giving of notice or the passage of time, or both, result in a breach of, constitute a default under, create (or cause the acceleration of the maturity of any debt, indenture, obligation or liability affecting Seller or Seller's rights in or to the Assets), result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of the Assets, or otherwise adversely affect the Brands under: (i) any term or provision of the certificate of formation or Operating Agreement of Seller; (ii) any contract, lease, purchase order, agreement, document, instrument, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which Seller is a party or by which Seller or the Assets are bound; (iii) any judgment, decree, order, regulation or rule of any court or regulatory authority; or (iv) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which Seller or the Assets are subject.

6.3 Required Consents. No Seller is a party to or bound by any mortgage, lien, deed of trust, or any material lease, agreement or instrument, or any statute, order, judgment or decree which would require the consent of another to the execution and performance of this Agreement or prohibit or require the consent of another to any of the transactions referred to in or contemplated by this Agreement.

All of the members of Seller have consented in writing to the execution and performance of this Agreement, which consent is indicated on the signature page of this Agreement.

6.4 Compliance with Law. Seller has complied with all existing laws, rules, regulations, ordinances, orders, judgments and decrees applicable to Seller, the Assets and the Brands. Seller is not under investigation with respect to, or has not been charged with or given notice of any violation of, any applicable laws, rules, regulations, ordinances, orders, judgments and decrees which could have an adverse effect on Seller or the Brands, nor is there any basis therefor.

6.5 Owner; Encumbrances. Seller is the sole and exclusive legal and beneficial, and with respect to the registered Trademarks, record, owner of all right, title, and interest in and to the Assets. Seller has good and marketable title to the Assets, and no other party has any right, title or interest in or to the Brands and the Assets. The Assets are conveyed to Buyer hereunder free and clear of all encumbrances, liens, equities, claims, easements, pledges, rights of way, covenants, obligations, conditions, liabilities and other restrictions.

6.6 No Licenses or Agreements. Seller has not granted any license of, or entered into any other oral or written agreement with respect to, the Assets except those listed on Exhibit A. Seller has provided Buyer with true and complete copies of all agreements pertaining to the Assets, including all modifications, amendments, and supplements thereto and waivers thereunder.

6.7 Effect of Transaction/Litigation. Each Asset owned by Seller immediately prior to the Closing will be owned and available for use by Buyer on identical terms and conditions immediately subsequent to the Closing; Seller is not, nor will it be as a result of the execution and delivery of this Agreement or the performance of its obligations thereunder, in violation of any licenses, sublicenses and other agreements as to which it is a party and pursuant to which it is authorized to use any third-party intellectual property assets and no claim of any kind exists or will exist against either the Seller or the Assets.

6.8 No Insolvency. There is no action at law or in equity or any other investigation or proceeding whatsoever now pending or threatened, to institute insolvency proceedings of any character, including, without limitation, bankruptcy, receivership or reorganization, whether voluntary or involuntary, affecting Seller or any of the Assets; Seller has not made any assignment for the benefit of creditors, or taken any action in contemplation thereof, which would constitute the basis for the institution of any insolvency proceeding; and the closing of the transaction contemplated by this Agreement will not render Seller insolvent.

6.9 Review. Seller have had an opportunity, and have, reviewed and considered the terms and conditions of this Agreement. Seller represents that in executing this Agreement they rely upon their own judgment, belief and knowledge, along with the advice of counsel, concerning the nature, extent and duration of their rights and claims. They have not been influenced to any extent whatsoever in executing the same by any representations or statements covering any matters made by any other party or by any person representing or claiming to represent another party. The Seller has: (a) been advised that a conflict may exist between their individual interests and the interests of the Seller; (b) been advised to seek the advice of independent counsel; (c) had the opportunity to seek the advice of independent counsel; (d) received no representations about the consequences of this Agreement; (e) been advised by the Buyer's counsel that this Agreement may have tax consequences; (f) been advised by the Buyer's counsel to seek the advice of independent tax counsel; and (g) had the opportunity to seek the advice of independent tax counsel.

6.10 Trademarks. Exhibit A contains a correct, current, and complete list of: (i) all Trademark registrations, specifying as to each, as applicable: the title, mark, or design; the jurisdiction by or in which it has been issued, registered, or filed; the patent, registration, or application serial number; the issue, registration, or filing date; and the current status; and (ii) all unregistered Trademarks related to the Brands. All of the Trademarks are valid and enforceable, and all Trademark registrations are subsisting and in full force and effect.

6.11 Protection of Assets. Seller has taken all reasonable and necessary steps to maintain and enforce the Assets. Seller has entered into binding, valid and enforceable, written agreements with each current and former employee and independent contractor whereby such employee or independent contractor (A) acknowledges Seller's exclusive ownership of all intellectual property related to the Assets invented, created, or developed by such employee or independent contractor within the scope of his or her employment or engagement with Seller; (B) grants to Seller a present, irrevocable assignment of any ownership interest such employee or independent contractor may have in or to such intellectual property; and (C) irrevocably waives any right or interest, including any moral rights, regarding any such intellectual property, to the extent permitted by applicable Law.

6.12 Non-infringement. No person or entity has infringed, misappropriated, or otherwise violated any Assets.

6.13 No Legal Actions. There are no legal actions (including any opposition, cancellation, revocation, review, or other proceeding), whether settled, pending, or threatened (including in the form of offers to obtain a license) (A) alleging any infringement, misappropriation, or other violation of the Assets; (B) challenging the validity, enforceability, register ability, or ownership of any Assets or Seller's rights with respect to any Assets; or (C) alleging any infringement, misappropriation, or other violation of any Assets. Seller is not aware of any facts or circumstances that could reasonably be expected to give rise to any such legal action. Seller is not subject to any outstanding or prospective order (including any motion or petition therefor) that does or could reasonably be expected to restrict or impair the ownership or use of any Assets.¹

6.14 Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Exhibits to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

7. Brokers or Finders. Each Seller and Buyer represents that it has not engaged any finder, broker or similar party in connection with the transactions contemplated under this Agreement.

8. Additional Obligations.

8.1 Confidentiality. Seller acknowledges that in the course of their dealings with Buyer they have become familiar with and acquired proprietary and confidential information pertaining to the Assets being transferred to Buyer that include certain confidential information and trade secrets of Seller, to which they are privy, which shall be Buyer's confidential information upon Closing ("Buyer's Confidential Information"). Seller shall safeguard and not disclose Buyer's Confidential Information to any third party, directly or indirectly, nor use the Buyer's Confidential Information on or for Seller's account without the prior written consent of Buyer, which consent Buyer may withhold at its sole and exclusive discretion. Nothing in this Agreement shall be construed as prohibiting Buyer from pursuing

any remedies available to it for any breach or threatened breach of this Section 8.1, including, without limitation, the recovery of damages from Seller or any party acting in concert with a Seller.

8.2 Non-Disparagement. Beginning at and after Closing, Seller shall not make any oral or written statements or take any direct or indirect actions detrimental or intended to be detrimental to the interests of Buyer, or the Brands.

8.3 Injunctive Relief. Any violation of Sections 8.1 or 8.2 would cause irreparable injury to Buyer and the remedy at law for any such violation or threatened violation would be inadequate. Without the necessity of proving actual damages, Buyer shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Buyer may have for a breach of this Agreement, and Seller Parties shall not assert that monetary damages alone are sufficient in any injunctive proceeding.

8.4 Name Change; Sell Off of Excluded Assets. Within five (5) business days after the Closing Seller shall change its name to a name that does not contain the term "Livstyl", "Artisanal Extracts", "Burning Love", "CBDiatric", "CRAV", "CRXTAL", "Grateful Medicinals", "Infused Herbals", "Jeffried", "Kosher Extracts", "Local Extract Local", "Snoochies", "Spiked Elixirs", "Star Concentrates", "Terp Extract", "Terps Infused", "Turnt Elixirs", "Tyzurp" or any of the other Trademarks set forth on Exhibit A. Seller shall have a limited, royalty-free license to use the Brands for a period of ninety (90) days, solely for the purpose of enabling Seller to sell-off and liquidate its Excluded Assets; *provided, however*, that upon Buyer's written request, Seller shall sell and deliver to Buyer such inventory indicated in such written request, at cost (as reflected in the books and records of the Seller). Except as provided herein, at all times after Closing Seller shall discontinue all use of the Brands.

8.5 Trademark Registrations. From the date hereof until the Closing date, Seller shall not: (i) sell, assign, transfer, grant any security interest in, or otherwise encumber or dispose of any Assets, (ii) grant any license to any Assets, (iii) abandon, allow to lapse, disclaim or dedicate to the public, or fail to make any filing, pay any fee, or take any other action necessary to maintain in full force and effect, or to maintain the ownership, validity, and enforceability of any Trademark registrations.

8.6 Domain Name Registrations. Within 5 days after the Closing date, Seller shall execute and deliver to Buyer all documents, papers, forms, and authorizations, and take such other actions as are necessary in accordance with the procedures of the applicable Internet domain name registrars to effectuate and evidence the transfer of ownership and control (including administrative and technical access) to Buyer (or its designee) of all domain names included in the Assets.

8.7 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

8.8 Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

9. Indemnification.

9.1 Indemnification by Seller. Subject to the provisions of this Section 9, Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against any and all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements incurred, suffered or threatened ("Losses") arising out of (a) any third party claim resulting from breach of representation or warranty by Seller in this Agreement or in any related document; (b) any third party claim resulting from any breach by Seller of any covenant contained in this Agreement or in any related document; (c) any third party claim arising out of the ownership or operation of the business or the Assets prior to the Closing date; (d) any liability arising out of any product manufactured by or shipped, or any services provided by, Seller, in whole or in part, prior to the Closing date, including products liability or express or implied product warranty claims; (d) any chargebacks taken or claimed by any customer in connection with any sales made by Seller prior to the Closing date; (e) any taxes accruing prior to closing date; (f) any claim relating to or arising from Seller's employment of employees or its benefit plans; (g) any pending or threatened litigation against Seller or Seller's principals; (h) any infringement proceeding regarding any Trademark which relates solely to use thereof prior to the closing date; (i) any infringement, cancellation or other proceeding relating to the Assets in the United States related to activities occurring prior to the Closing date; or (j) any liability of the Seller arising solely from the business conducted by the Seller subsequent to the Closing date, except to the extent that such liability arose as a result of actions or omissions of the Buyer or its principals.

9.2 Indemnification by Buyer. Subject to the provisions of this Section 9, Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all losses incurred, suffered or threatened arising out of (a) any breach of representation or warranty by Buyer in this Agreement or in any related document; (b) any breach by Buyer of any covenant contained in this Agreement or in any related document; or (c) any liability of the Buyer arising solely from the business conducted by the Buyer subsequent to the Closing date, except to the extent that such liability arose as a result of actions or omissions of the Seller or its principals.

9.3 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other party (the "Indemnifying Party"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed). The representations, warranties, covenants and agreements set forth in this Agreement, or in any writing delivered in connection with this Agreement, will survive the Closing date, notwithstanding any examination made by or on behalf of Buyer or Seller.

9.4 Cumulative Remedies. The rights and remedies provided in this Section 9 are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

10. Miscellaneous.

10.1 Survival. Unless otherwise specifically provided herein, Sections 5, 6, 7, 8, 9, 10 and 11 shall survive for three (3) years from the date of Closing; provided, however that to the extent the obligations in Section 8 pertain to trade secrets, such obligations shall survive until such time as the trade secrets lose their status as trade secrets under applicable law.

10.2 Integration. This Agreement and its attached exhibits contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior negotiations, arrangements or understandings with respect thereto.

10.3 Interpretation. Section headings herein are for purposes of reference only, and shall in no way limit, define or otherwise affect the meaning or interpretation of any of the provisions of this Agreement. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, and any other gender, as the context or sense of this Agreement or any provision hereof may require, as if such words had been fully and properly written in the appropriate number and gender. Unless context otherwise clearly requires, whenever used in this Agreement: (i) the word "or" shall be construed as the inclusive meaning identified with the phrase "and/or;" and (ii) words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation."

10.4 Notices. Any notices or other communications required or permitted hereunder shall be given in writing and shall be delivered or sent by hand delivery, certified or registered mail, overnight air courier service, or facsimile (if within a reasonable time a permanent copy is transmitted by any of the other methods), with all applicable charges paid, addressed as follows:

If to Buyer, to: B. Jones Inc

 105 Deerbrook Run

 Manalapan, NJ 07726

If to Seller, to: CB IP LLC

 1490 Delgany St #707

 Denver, CO 80202

or to such other address as shall be furnished in writing by such party, and any such notice or communication shall be effective and be deemed to have been given as of the date on which so hand-delivered or sent by facsimile, on the next business day following the date on which it is sent by overnight courier service, or on the third business day following the date on which it is mailed; provided, however, that any notice or communication changing any of the addresses set forth above shall be effective and deemed given only upon its receipt.

11.5 No Assignment. Seller may not sell, assign or transfer their rights or obligations hereunder by sale, merger, change in control, operation of law or otherwise, without the prior written consent of Buyer.

11.6 Counterparts. This Agreement may be executed in two (2) or more counterparts (original or facsimile) each of which shall be deemed an original and all of which shall be considered one and the same agreement.

11.7 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Colorado, without reference to its conflict of laws principles. The prevailing party in any dispute arising from or related to this Agreement is entitled to reasonable attorneys' fees and costs from the other party.

11.8 Invalidity of Any Provision. Each provision of this Agreement shall be interpreted in such manner as to be valid and enforceable; provided, however, if any one or more of the provisions contained in this Agreement are determined invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

11.9 No Waiver. No waiver by Buyer of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Buyer of any right under this Agreement shall be construed as a waiver of any other right.

11.10 Successors. This Agreement inures to the benefit of Buyer's successors and assigns.

11.11 Review. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. This Agreement shall be construed according to its express terms without any strict construction in favor of or against either party, either on the basis of a party or its counsel drafting any provision, or otherwise.

11.12 Regulatory Approval. This Agreement is contingent on any required Colorado Department of Revenue Marijuana Enforcement Division ("MED") and/or local governmental approvals. Buyer and Seller hereby acknowledge and agree that the terms of this Agreement may be subject to the approval of the MED and/or the applicable local licensing authority. In the event that the MED or any applicable licensing authority provide notice that this Agreement must be reformed, Buyer and Seller shall negotiate in good faith to conform this Agreement to any guidance provided.

[signatures on following page]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed effective on the Effective Date.

BUYER:

B. Jones Inc.

By: Brad Pollack

Name: Brad Pollack

Title: President

SELLER:

CB IP LLC

By: Brad Pollack

Name: Brad Pollack

Title: Managing Member

EXHIBIT A

1. TRADEMARKS

A. U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
Livstyl	87627157	September 28, 2017	5620219	December 4, 2018
Artisanal Extracts	20161867499			
Artisanal Extracts	20161867498			
Burning Love	20161867505			
CBDiatric	20161871056			
CBDiatric	20161871056			
CRAV	20161867508			
CRXTAL	20161867511			
Fyrelce	20161867523			
Grateful Medicinals	20161867531			
Infused Herbals	20161867547			
Jeffried	20161867551			
Livstyl	20161867541			
Livstyl	20161867535			
Local Extract Local	20161867492			
Local Extract Local	20161867485			
Snoochies	20161871048			
Spiked Elixirs	20161871022			
Star Concentrates	20181558904			
Turnt Elixirs	20161871041			
Terp Extract	20161871033			
Terps Infused	20171159536			
Terps Infused	20171159547			
Tyzurp	20161871044			

B. FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS (WIPO)

COUNTRY	TRADEMARK	REG. NO.	WIPO NO.
N/A			

C. COMMON LAW TRADEMARKS

TRADEMARK	GOODS & SERVICES	DATE FIRST USE
N/A		

2. DOMAIN NAMES

Domain Names	Expiration Date	Status	Registrant	Registrar

EXHIBIT B
EXCLUDED ASSETS

EXHIBIT C

BILL OF SALE

Date: August 30th 2019

I, the undersigned seller, CBIP LLC, a Colorado limited liability company, for the sum and in consideration of \$1,000.00 (One Thousand dollars) sell to the undersigned buyer, B. Jones Inc, a NJ corporation ("Buyer"), the Livstyl, Artisanal Extracts, Burning Love, CBDiatric, CRAV, CRXTAL, Grateful Medicinals, Infused Herbals, Jeffried, Kosher Extracts, Local Extract Local, Snoochies, Spiked Elixirs, Star Concentrates, Terp Extract, Terps Infused, Turnt Elixirs, Tyzurp Brands. The receipt of which is hereby acknowledged, have bargained and sold, and do grant and convey, unto Buyer, its personal representatives, successors and assigns, the following property: the Livstyl, Artisanal Extracts, Burning Love, CBDiatric, CRAV, CRXTAL, Grateful Medicinals, Infused Herbals, Jeffried, Kosher Extracts, Local Extract Local, Snoochies, Spiked Elixirs, Star Concentrates, Terp Extract, Terps Infused, Turnt Elixirs, Tyzurp Brands brand.

TO HAVE AND TO HOLD the same unto the Buyer, its personal representatives, successors and assigns, forever.

The undersigned buyer accepts receipt of this Bill of Sale.

Seller: CBIP LLC

Signature: 

Address: 1490 Delgany St #707 Denver, CO 80202

Buyer: B. Jones Inc

Signature: 

Address: 105 Deerbrook Run Manalapan, NJ 07726

EXHIBIT D

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of August 30th, 2019, is made by CB IP LLC ("Assignor"), a Colorado limited liability company located at 1490 Delgany St #707 Denver, CO 80202, United States, in favor of B. Jones Inc ("Assignee"), a NJ corporation, located at 105 Deerbrook Run Manalapan, NJ 07726.

WHEREAS, Assignor hereby conveys, transfers, and assigns to Assignee certain trademarks and the goodwill associated therewith for recording with the United States Patent and Trademark Office and/or the State of Colorado;

NOW THEREFORE, The parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademarks, trade names and trademark registrations for LIVSTYL and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as

may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

CB IP, LLC

By: Brad Pollock

Name: Brad Pollock

Title: Managing Member

AGREED TO AND ACCEPTED:

B Jones Inc.

By: Brad Pollock

Name: Brad Pollock

Title: President

EXHIBIT D

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of August 30th, 2019, is made by CB IP LLC ("Assignor"), a Colorado limited liability company located at 1490 Delgany St #707 Denver, CO 80202, United States, in favor of B. Jones Inc ("Assignee"), a NJ corporation, located at 105 Deerbrook Run Manalapan, NJ 07726.

WHEREAS, Assignor hereby conveys, transfers, and assigns to Assignee certain trademarks and the goodwill associated therewith for recording with the United States Patent and Trademark Office and/or the State of Colorado;

NOW THEREFORE, The parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademarks, trade names and trademark registrations for Livstyl, Artisanal Extracts, Burning Love, CBDiatric, CRAV, CRXTAL, Grateful Medicinals, Infused Herbals, Jeffried, Kosher Extracts, Local Extract Local, Snoochies, Spiked Elixirs, Star Concentrates, Terp Extract, Terps Infused, Turm Elixirs, Tyzurp Brands and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its

successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

CB IP, LLC

By: Brad Pollack

Name: Brad Pollack

Title: Managing Member

AGREED TO AND ACCEPTED:

B Jones Inc.

By: Brad Pollack

Name: Brad Pollack

Title: President

EXHIBIT E

DOMAIN NAME ASSIGNMENT

This DOMAIN NAME ASSIGNMENT AGREEMENT ("Domain Name Assignment"), dated as of August 30th, 2019, is made by CB IP LLC ("Assignor"), a Colorado limited liability company located at 1490 Delgany St #707 Denver, CO 80202, United States, in favor of B. Jones Inc ("Assignee"), a NJ corporation, located at 105 Deerbrook Run Manalapan, NJ 07726.

WHEREAS, Assignor hereby conveys, transfers, and assigns to Assignee certain domains and the goodwill associated therewith for recording with the applicable domain registrar;

NOW THEREFORE, The parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the domain name registrations and all issuances, extensions, and renewals thereof (the "Assigned Domain Names"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Domains;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Domain Registrar to record and register this Domain Name Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Domain Names to Assignee, or any assignee or successor thereto.

3. Counterparts. This Domain Name Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Domain Name Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Domain Name Assignment.

4. Successors and Assigns. This Domain Name Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Domain Name Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

CB IP, LLC

By: Brad Pollack

Name: Brad Pollack

Title: Managing Member

AGREED TO AND ACCEPTED:

B. Jones Inc.

By: Brad Pollack

Name: Brad Pollack

Title: Managing Member