

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550904

<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>
Yerba Oregon, LLC DBA Yerba Buena		11/25/2019	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STEM Holdings IP, Inc.		
<b>Street Address:</b>	2201 NW Corporate Blvd. Suite 205		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33431		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87211418	YERBA BUENA	
<b>Registration Number:</b>	5371812	YERBA BUENA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7133646978		
<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>	7133644796		
<b>Email:</b>	leela@madan-law.com		
<b>Correspondent Name:</b>	Leela Madan		
<b>Address Line 1:</b>	2016 BISSONNET ST		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77005		
<b>NAME OF SUBMITTER:</b>	Leela Madan, Attorney of Record		
<b>SIGNATURE:</b>	/LM/		
<b>DATE SIGNED:</b>	11/25/2019		
<b>Total Attachments: 6</b>			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as the "Assignment") is made and entered into on 11/25/2019 (the "Effective Date") by and between the following parties:

**Yerba Oregon, LLC DBA Yerba Buena**  
an Oregon Limited Liability Company  
2201 NW Corporate Blvd. Suite 205  
Boca Raton, FLORIDA 33431  
(formerly at 30300 SW Laurel Road, Hillsboro, OR 97123)

and

**STEM HOLDINGS IP, INC.**  
a Nevada Corporation  
2201 NW Corporate Blvd. Suite 205  
Boca Raton, FLORIDA 33431

**WHEREAS**, the Assignor is the sole and rightful owner of **YERBA BUENA** (word mark), a trademark registered with the United States Patent and Trademark Office (USPTO), Registration Number 5,371,812, Registration date January 2, 2018; and

**WHEREAS**, the Assignor is the sole and rightful owner of **YERBA BUENA** (word mark), a trademark application filed with the United States Patent and Trademark Office (USPTO), Application Serial Number 87211418, Application filing date October 21, 2016; and

**WHEREAS**, the Assignor is the sole and rightful owner of **YERBA BUENA** (word mark), a trademark registered with the state of Oregon, United States, Registration Number 46,076, Registration date October 10, 2016; and

**WHEREAS**, the Assignee desires to purchase or acquire the entire rights, title, and interest in and to the Trademarks in perpetuity; and

**WHEREAS**, the Assignor and Assignee are duly authorized and capable of entering into this Assignment.

**NOW, THEREFORE**, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

**1. ASSIGNMENT**

The Assignor does hereby irrevocably sell, assign, transfer and set over all of its right, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the USPTO and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications for the Trademark to the Assignee as recipient of Assignor's entire right, title, and interest therein.

The Assignor further agrees to, upon the request and at the expense of the Assignee: (a) cooperate with the Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge, and deliver all such further papers, including registration applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

**2. REPRESENTATIONS AND WARRANTIES**

Assignor represents and warrants the following:

- (a) Assignor has the right, power and authority to enter into this Assignment;
- (b) Assignor is the exclusive and legal owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademark has not been previously pledged, assigned, or encumbered and is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Assignment is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

### **3. GOVERNING LAW**

This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Florida.

### **4. ENTIRE AGREEMENT**

This Assignment constitutes the sole agreement of the parties and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

### **5. SEVERABILITY**

If one or more term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the remainder of this

Assignment shall be interpreted as if such provision were so excluded, and (iii) the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

**6. ADVICE OF COUNSEL**

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS ASSIGNMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS ASSIGNMENT, THIS ASSIGNMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Assignment as of the Effective Date.

Assignor: \_\_\_\_\_  
By: Adam Berk \_\_\_\_\_ Date: 11/25/19  
Yerba Oregon, LLC *Adam Berk, its*  
*managing member*

Assignee: \_\_\_\_\_  
By: Adam Berk \_\_\_\_\_ Date: 11/25/19  
STEM Holdings IP, Inc.  
*Adam Berk, its President*  
[Notary Acknowledgement to follow]

ASSIGNOR ACKNOWLEDGEMENT

State of FLORIDA )  
County of Palm Beach )

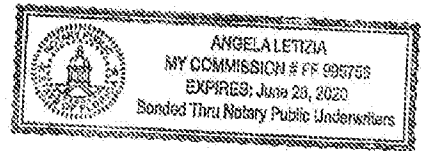
On 11/25/19 before me the undersigned Notary Public, personally appeared Adam Bert on behalf of Yerba Oregon, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela Letizia (Notary Seal)  
Notary Public Angela Letizia

6/28/2020  
My commission expires



ASSIGNEE ACKNOWLEDGEMENT

State of FLORIDA )  
County of Palm Beach )

On 11/25/2019 before me the undersigned Notary Public, personally appeared Adam Berk on behalf of STEM Holdings IP, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela Letizia (Notary Seal)  
Notary Public Angela Letizia

6/28/2020  
My commission expires

