TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM601302

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900569136	
SEQUENCE:	2	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brad Mitzelfelt		09/04/2020	INDIVIDUAL: UNITED STATES
Tai Olesky		09/04/2020	INDIVIDUAL: UNITED STATES
Michael McCarthy		09/04/2020	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	HMP Enterprises, LLC	
Street Address:	6811 Nolan Road	
City:	Forestville	
State/Country:	CALIFORNIA	
Postal Code:	95436	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	88605118	HI-LO HEMP CO.
Serial Number:	88605101	HI-LO HEMP CO.
Serial Number:	88605093	HI-LO HEMP CO.
Serial Number:	88597454	HI-LO HEMP
Serial Number:	88597452	HI-LO HEMP
Serial Number:	88597450	HI-LO HEMP
Serial Number:	88642720	HILO SEED CO.
Serial Number:	88642707	HILO SEED CO.
Serial Number:	88642698	HILO SEED CO.
Serial Number:	88605097	HI-LO HEMP CO.
Serial Number:	88599259	HI-LO HEMP
Serial Number:	88509610	AUTOPILOT 1.0
Serial Number:	88629930	AUTOPILOT 1.0
Serial Number:	88629934	AUTOPILOT 1.0

TRADEMARK REEL: 007058 FRAME: 0789

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CORRESPONDENCE DATA

Fax Number:

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.

Email: trademark@beneschlaw.com

Correspondent Name: Kristopher Chandler
Address Line 1: 41 S High Street
Address Line 2: Suite 2600

Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	74196-1
NAME OF SUBMITTER:	Kristopher Chandler
SIGNATURE:	/Kristopher Chandler/
DATE SIGNED:	10/06/2020

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of September 4, 2020 (this "<u>Trademark Assignment</u>"), is entered into by and between Brad Mitzelfelt, an individual, with an address of 1610 Crane Canyon Rd, Santa Rose, CA 95404, Tai Olesky, an individual, with an address of 6811 Nolan Rd, Forestville, CA 98436, and Michael McCarthy, an individual, with an address of 8591 Mill Station Rd, Sebastopol, CA 95472, (together, the "<u>Assignors</u>") and HMP Enterprises, LLC, a Delaware limited liability company, with an address of P.O. Box 380 Graton, CA 95444, (the "<u>Assignee</u>").

RECITALS

WHEREAS, the Assignors are the owners of all right, title, and interest in the trademarks set forth in the attached <u>Schedule A</u> (the "<u>Acquired Marks</u>");

WHEREAS, the Assignee wishes to acquire from the Assignors, and the Assignors wish to transfer to the Assignee, all of the Assignors' right, title, and interest in and to the Acquired Marks; and

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

The Assignors hereby assign, transfer, and convey to Assignee the Assignors' entire and undivided right, title and interest, whether now existing or hereafter Acquired, in and to the Acquired Marks, together with the ongoing and existing business associated with the use and intended use of the Acquired Marks, and all the associated goodwill of its business symbolized by the Acquired Marks, and all applications and registrations of the Acquired Marks, as well as all rights to injunctive relief, damages and profits which may accrue arising out of all causes of action, present and future, pertaining to the Acquired Marks, including infringement of the Acquired Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in Assignee's own name.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

The "Recitals" as set forth above and the attached Schedule A are incorporated herein by reference into the terms of this Trademark Assignment.

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TRADEMARK REEL: 007058 FRAME: 0791 IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first set forth above.

ASSIGNOR: BRAD MITZELFELT

By: By: Mame: Brad Mitzelfelt

ASSIGNE: HMP ENTERPRISES, LLC

By: Michael McCarthy

Name: Michael McCarthy

Title: Managing Member

ASSIGNOR: TAI OLESKY

By: Michael McCarthy

Name: Tai Olesky

ASSIGNOR: MICHAEL MCCARTHY

By:

Name: Michael McCarthy

Schedule A

Trademark	Application	Filing Date
	Number	
HI-LO HEMP CO.	88605118	5-Sep-19
HI-LO HEMP CO.	88605101	5-Sep-19
HI-LO HEMP CO.	88605093	5-Sep-19
HI-LO HEMP	88597454	29-Aug-19
HI-LO HEMP	88597452	29-Aug-19
HI-LO HEMP	88597450	29-Aug-19
HILO Seed Co.	88642720	4-Oct-19
HILO Seed Co.	88642707	4-Oct-19
HILO Seed Co.	88642698	4-Oct-19
HI-LO Hemp Co.	88605097	5-Sep-19
HI-LO Hemp	88599259	30-Aug-19
AUTOPILOT 1.0	88509610	11-Jul-19
AUTOPILOT 1.0	88629930	25-Sep-19
AUTOPILOT 1.0	88629934	25-Sep-19

Trademark Assignment (SSC to Resigning Members)

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RECORDED: 09/11/2020

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