

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aeon Investments LLC		12/18/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Charlotte's Web, Inc.		
Street Address:	1600 Pearl Street, Suite 300		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80302		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6188427	BENEFITS YOU	
Registration Number:	6188426	BENEFITS YOU	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	2028427800		
Email:	trademarks@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave., NW, Ste. 700		
Address Line 2:	c/o Mihaela Nair		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Mihaela Nair/ Sr. Paralegal		
SIGNATURE:	/Mihaela Nair/		
DATE SIGNED:	02/18/2021		
Total Attachments: 5			
source=Aeon Investments LLC - Assignment#page1.tif			
source=Aeon Investments LLC - Assignment#page2.tif			
source=Aeon Investments LLC - Assignment#page3.tif			

CH \$65.00 6188427

source=Aeon Investments LLC - Assignment#page4.tif

source=Aeon Investments LLC - Assignment#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of December 18, 2020, is by and among AEON Investments LLC, a Utah limited liability company (the "AEON"), and Charlotte's Web, Inc., a Delaware corporation ("CW").

WHEREAS, this Agreement is being entered into in connection with that certain Asset Purchase Agreement, by and between Benefits US, LLC, a Colorado limited liability company; Harmony Products, LLC, a Utah limited liability company, Courtney Roundy, Miki Stephens, and AEON Investments LLC, a Utah limited liability company (collectively, the "Seller"), and Abacus Health Products, Inc., a Delaware corporation; Abacus Wellness, Inc., a Delaware corporation, and Abacus Health Products, Inc., an Ontario, Canada corporation ("Abacus") (collectively, the "Buyer") dated February 10, 2020 (the "Asset Purchase Agreement"), pursuant to which AEON agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property.

WHEREAS, Charlotte's Web Holdings, Inc. a British Columbia, Canada corporation acquired all of the outstanding shares of Abacus pursuant to that certain Arrangement Agreement, dated March 22, 2020, and desires that AEON convey, transfer and assign that certain intellectual property to its wholly-owned subsidiary Charlotte's Web, Inc., a Delaware corporation.

WHEREAS, AEON has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions, upon the terms and subject to the conditions more fully set forth therein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AEON hereby irrevocably conveys, transfers, and assigns to CW, and CW hereby accepts, all of AEON's right, title, and interest in and to the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Marks.

2. Recordation and Further Actions. AEON hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by CW. Following the date hereof, upon CW's reasonable request, AEON shall take such steps and actions, and provide such cooperation and assistance to CW 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 necessary to effect, evidence, or perfect the assignment of the Marks to CW, or any assignee or successor thereto.

3. Headings; Counterparts. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. AEON and CW each submit to the non-exclusive jurisdiction of the State and Federal courts located in Denver, Colorado.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, AEON has duly executed and delivered this Agreement as of the date first above written.

AEON INVESTMENTS LLC

By: [Signature]
Name: Courtney Rundy
Title: President

ACKNOWLEDGEMENT

STATE OF Colorado)
)SS.
COUNTY OF Boulder)

On the 18 day of December, 2020, before me personally appeared Courtney Ronald Rundy personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Manager of AEON Investments LLC, a Utah limited liability company, and acknowledged the instrument to be his/her free act and deed/the free act and deed of AEON Investments LLC for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: Lorilee Colgrove

My Commission Expires: Sept. 18, 2024

LORILEE COLGROVE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204932558
MY COMMISSION EXPIRES SEPT. 18, 2024

[Signature Page -- Trademark Assignment Agreement]

AGREED TO AND ACCEPTED:

CHARLOTTE'S WEB, INC.

[Handwritten Signature]

Name: NATHAN GERHARDT

Title: VP OF LEGAL

ACKNOWLEDGEMENT

STATE OF COLORADO)
)SS.
COUNTY OF BOULDER)

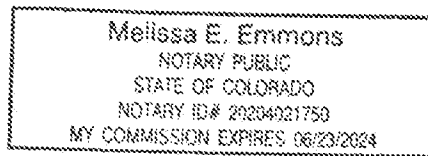
On the ____ day of December, 2020, before me personally appeared Nathan Gerhardt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Vice President of Legal of Charlotte's Web, Inc. a Delaware corporation, and acknowledged the instrument to be his/her free act and deed/the free act and deed of Charlotte' Web, Inc. for the uses and purposes mentioned in the instrument.

Melissa E. Emmons

Notary Public

Printed Name: Melissa E. Emmons

My Commission Expires: 06/23/2024



[Signature Page -- Trademark Assignment Agreement]

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Serial Number	Reg. Number	Word Mark
1 88746142	6188427	BENEFITS YOU
2 88746138	6188426	BENEFITS YOU