OP \$40.00 5823781

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM618194 Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILLSEQUENCE:1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brandon Burkhart		12/18/2019	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Canopy Crop Management LLC
Street Address:	28883 Pujol St., #1204
City:	Temecula
State/Country:	CALIFORNIA
Postal Code:	92590
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5823781	ROSIN INDUSTRIES

CORRESPONDENCE DATA

Fax Number: 8602758299

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.

Phone: 860-275-8285

Email: jscheib@rc.com

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	01/04/2021

Total Attachments: 4

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> TRADEMARK REEL: 007196 FRAME: 0851

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), dated as of December 18, 2019 (the "<u>Effective Date</u>") is by and among HPI Distribution Corp., a California corporation with offices at 3803 Wacker Drive, Mira Loma, California 91752 ("<u>HPI</u>"), Brandon Burkhart, an individual and sole shareholder of HPI ("<u>BB</u>" and together with HPI, the "<u>Assignors</u>"), and Canopy Crop Management LLC, a California limited liability company with offices at 28883 Pujol St #1204, Temecula, CA 92590 ("<u>Assignee</u>").

WITNESSETH:

WHEREAS, BB is the owner of all right, title and interest in and to U.S. federal trademark registration No. 5823781 for the mark ROSIN INDUSTRIES (the "Rosin Mark"); and

WHEREAS, HPI is the owner of all right, title and interest in and to U.S. federal trademark registration No. 5125788 for the mark POWER SI (the "Power Mark" and together with the Rosin Mark, the "Assigned Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement among the Assignors and the Assignee (the "APA"), the Assignors desire to assign all of their right, title and interest in and to the Assigned Trademarks to Assignee and Assignee desires to accept such assignment and to assume all liabilities and obligations of Assignors associated with the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the consideration provided under the APA, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignors hereby assign and transfer unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Assigned Trademarks, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, the right to sue for past and future infringement, and the right to the goodwill of the business symbolized thereby.
- 2. <u>Further Assurances</u>. Each party shall, upon the other party's request, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumptions of liabilities and obligations set forth herein.
- 3. <u>Binding Provisions</u>. This Assignment is binding upon, and inures to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns.

TRADEMARK REEL: 007196 FRAME: 0852 4. <u>Governing Law</u>. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the internal law, not the law of conflicts, of the State of California.

[next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

Canopy Crop Management LLC	HPI Distribution Corp
By:	Ву:
Name:	Name: Brandon Burkhart
Title:	Title: CEO
Brandon Burkhart	
By: Arriv	

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

Canopy Crop Management LLC	HPI Distribution Corp	
Ву: #	Ву:	and the second section.
Name: RCX GILL	Name:	
Title: MANYGING MGMBKL	Title:	
Brandon Burkhart		
By:		

RECORDED: 01/04/2021