

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635764

<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>
Dude IP, LLC		03/11/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dude Cannabis, LLC		
<b>Street Address:</b>	214 Jefferson Street, Suite 200		
<b>City:</b>	Lafayette		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70501		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87231072	DUDES DISPENSARY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126324444		
<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>	6126323375		
<b>Email:</b>	trademark@lathropgpm.com		
<b>Correspondent Name:</b>	Lori L. Wiese-Parks		
<b>Address Line 1:</b>	500 IDS Center, 80 South Eighth Street		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Cynthia Hefferan, Paralegal		
<b>SIGNATURE:</b>	/Cynthia Hefferan/		
<b>DATE SIGNED:</b>	03/31/2021		
<b>Total Attachments: 5</b>			
source=3. Dude Cannabis Trademark Assignment [EXECUTED]#page1.tif			
source=3. Dude Cannabis Trademark Assignment [EXECUTED]#page2.tif			
source=3. Dude Cannabis Trademark Assignment [EXECUTED]#page3.tif			
source=3. Dude Cannabis Trademark Assignment [EXECUTED]#page4.tif			
source=3. Dude Cannabis Trademark Assignment [EXECUTED]#page5.tif			

CH \$40.00 87231072

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this “Assignment”), is made effective as of March 11, 2021, by and between **Dude IP, LLC**, a Florida limited liability company with its principal place of business at 102 NE 1st Avenue Delray Beach FL 33444 (“Assignor”) and **Dude Cannabis, LLC**, a Delaware limited liability company, having a principal place of business at 214 Jefferson St., Suite 200 Lafayette, LA 70501 (“Assignee”).

**RECITALS**

WHEREAS, Assignor represents that it owns the entire right, title and interest in, to and under certain trademarks, together with the goodwill of the business symbolized by the trademarks which are identified and described in the Schedule of Trademarks attached hereto as Exhibit A. The trademarks are collectively referred to as the “Trademarks”. Assignor’s rights include all common law rights to the Trademarks and all registration rights conferred by the United States Patent and Trademark Office or other foreign national trademark offices. Assignor’s rights further include the right to assign the Trademarks under the terms and conditions of this Assignment without violation of any contractual or legal obligations Assignor may have to any other party; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of Assignor in and to the Trademarks along with the goodwill of the businesses symbolized by the Trademarks and all other rights appurtenant thereto.

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

1. **Assignment.** Assignor does hereby sell, assign, transfer and deliver to Assignee, its successors, assigns and legal representatives, its full and exclusive right, title and interest in and to the Trademarks, together with the goodwill of the businesses symbolized by the Trademarks and associated therewith, and all other common law rights and applications and

registrations of the Trademarks, free and clear of all encumbrances, and the right to recover for damages and profits for past infringements of the Trademarks identified in Exhibit A.

2. **Further Assurances.** Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.

3. **Binding Effect.** This Assignment shall be binding upon Assignor's successors, assigns and legal representatives, and shall inure to the benefit of Assignee, its successors, assigns and legal representative, as the case may be.

4. **Amendment.** This Assignment may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of the parties hereto.


5. **Governing Law, Jurisdiction, and Venue.** Regardless of the place of execution or performance, each party irrevocably agrees that any legal action, suit or proceeding against them arising out of or in connection with this Assignment or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to such State's conflicts of law provisions. Each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and state courts located in the State of Delaware.

6. **Invalid Provisions.** If any provision of this Assignment is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, such provision shall be fully severable, this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first written below.

**Dude IP, LLC, Assignor**

By:  \_\_\_\_\_

Name: JASON ROSS \_\_\_\_\_

Title: CHIEF EXECUTIVE OFFICER \_\_\_\_\_

Date: March 11, 2021 \_\_\_\_\_

**Acknowledged and Accepted by:**

**Dude Cannabis, LLC, Assignee**

By: \_\_\_\_\_

Name: Leo Bogdanov, Chief Financial Officer

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first written below.

**Dude IP, LLC, Assignor**

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledged and Accepted by:**

**Dude Cannabis, LLC, Assignee**

By:  \_\_\_\_\_

Name:

March 11, 2021

## EXHIBIT A

### SCHEDULE OF TRADEMARKS

	Docket Number	Trademark	Jurisdiction	Application Number & Filing Date	Reg. Number & Reg. Date
1.	27240.6060	DUDES DISPENSARY	US.	87/231,072 9-Nov-2016	N/A N/A