

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664348

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900627367		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Americanna Brands Ltd		06/25/2021	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AmeriCanna HLD LLC		
<b>Street Address:</b>	8535 Elder Creek Road, Suite 100		
<b>City:</b>	Sacramento		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95828		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87584769	AMERICANNA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159362401		
<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>	415-936-2400		
<b>Email:</b>	greg@krakaulaw.com		
<b>Correspondent Name:</b>	Gregory M. Krakau, Krakau Law, P.C.		
<b>Address Line 1:</b>	100 Pine Street, Suite 1250		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	CANNA.010		
<b>NAME OF SUBMITTER:</b>	Gregory M. Krakau		
<b>SIGNATURE:</b>	/Gregory M. Krakau/		
<b>DATE SIGNED:</b>	08/02/2021		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), effective as of June 25, 2021 (the "Effective Date"), is entered into by and between Americanna Brands Ltd., a limited liability company organized and existing under the laws of the State of Colorado, with an address of 2462 20<sup>th</sup> St., Boulder, Colorado 80304 ("Assignor"), and AmeriCanna HLD LLC, a limited liability company organized and existing under the laws of the State of California, with an address of 8535 Elder Creek Road, Suite 100, Sacramento, California 95828 ("Assignee"). Assignor and Assignee may be referred to, individually, as a "Party" and collectively, as the "Parties."

WHEREAS, Assignor is the owner of a pending trademark application in the United States Patent and Trademark Office, Serial No. 87/584,769, for the AMERICANNA mark (the "Trademark"), for use on the following goods:

Class 5: Bath salts and bath preparations for medical purposes; Bath salts and bath preparations for medical use; Hand-sanitizing preparations; Herbal supplements; Herbal supplements for boosting energy, sexual dysfunction, aiding in sleep, medicated balms; Natural dietary supplements; Natural herbal supplements; Nutritional supplements; Nutritional supplements in the nature of nutritionally fortified soft chews; Nutritionally fortified beverages for medical purposes; Nutritionally fortified water for medical purposes; Vitamin and mineral preparations for medical use; Vitamin drops; Vitamin supplements; Vitamins; Antimicrobial hand-sanitizing preparations; Dietary and nutritional supplements; Medicated baby powders; Medicated bath preparations; Medicated bath salts; Medicated candies; Medicated cosmetics; Medicated diaper rash ointment; Medicated diaper rash ointments and lotions; Medicated shampoo; Medicated skin care preparations; Medicinal creams for skin care; Sexual stimulant gels; Sore skin ointment for pets

Class 30: Bakery goods; Bakery goods and dessert items, namely, cakes, cookies, pastries, candies, and frozen confections for retail and wholesale distribution and consumption on or off the premises; Bakery products, namely, sweet bakery goods; Brownies; Cake frosting; Cakes; Candy; Candy bars; Candy mints; Candy toppings; Chocolate; Chocolate confections; Cookies; Frozen confections; Ices and ice creams; Icing; Pastries; Chocolate candies; Chocolate truffles; Gift baskets containing candy; Gummy candies; Hard candy; Mixes for bakery goods

Class 32: Cola; Cola drinks; Energy drinks; Energy drinks enhanced with vitamins, minerals, nutrients and supplements; Fruit juices; Prepared entrees consisting of fruit drinks and fruit juices, fruit-based beverages, non-alcoholic beverages containing fruit juices, non-alcoholic fruit extracts used in the preparation of beverages, non-alcoholic fruit juice beverages, vegetable juices, vegetable-fruit juices and smoothies; Soda water; Syrups for beverages; Syrups for making beverages; Vegetable juices

WHEREAS, Assignee desires to purchase or acquire Assignor's right, title, and interest in and to the Trademark; and

WHEREAS, Assignor and Assignee are both duly authorized and capable of entering into this Agreement;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### 1. ASSIGNMENT

Assignor does hereby sell, assign, transfer, and set over to Assignee all of Assignor's right, title, and interest in and to the Trademark in the United States and in all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to sue and recover for any past or continuing infringements or breaches of contract related to the Trademark, the right to renew any registrations for the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the

Trademark, and any priority rights that may arise from the Trademark), 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 Trademark is assigned along with the portion of the business to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registration for the Trademark to Assignee as recipient of Assignor's entire right, title, and interest therein.

Assignor further agrees, upon request and at the expense of Assignee, to: (a) cooperate with 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 Trademark and any and all applications and/or registrations for the Trademark.

2. **WARRANTY**

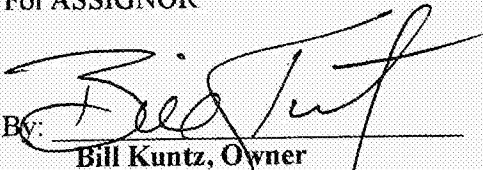
Assignor warrants that Assignor is the legal owner of all right, title and interest in and to the Trademark, that the Trademark has not been previously pledged, assigned, or encumbered, and that this Assignment does not infringe on the rights of any person.

3. **SEVERABILITY**

In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

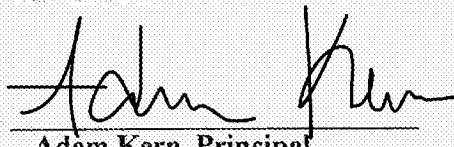
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

For ASSIGNOR

By:   
Bill Kuntz, Owner

Date: 8/2/21

For ASSIGNEE

By:   
Adam Kern, Principal

Date: 8/2/2021