

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM720764

<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>
Kaleafa IP Holdings, LLC,		04/12/2022	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKE Brands LLC		
<b>Street Address:</b>	3945 Forbes Ave		
<b>Internal Address:</b>	#471		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15213		
<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>Registration Number:</b>	6654166	KALEAFA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158511420		
<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>	215-851-8100		
<b>Email:</b>	cnye@reedsmith.com		
<b>Correspondent Name:</b>	Matthew P. Frederick, Reed Smith LLP		
<b>Address Line 1:</b>	1717 Arch Street, Three Logan Square		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Matthew P. Frederick		
<b>SIGNATURE:</b>	/Matthew P. Frederick/		
<b>DATE SIGNED:</b>	04/12/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of April 12, 2022, is made by Kaleafa IP Holdings, LLC, a Nevada limited liability company (“**Assignor**”), in favor of KKE Brands LLC, a Delaware limited liability company (“**Assignee**”), pursuant to the terms of that certain Assignment and Trademark License Agreement, by and between Assignee and Assignor, dated as of April 19, 2021 (the “**Kaleafa License Agreement**”).

WHEREAS, under the terms of the Kaleafa License Agreement, Assignor is obligated to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Representations and Warranties. Upon the terms and subject to the conditions of this Trademark Assignment, as of the date hereof, pursuant to Section 2 below, Assignor shall sell, transfer and assign to Assignee, and Assignee shall purchase and acquire from Assignor, free and clear of any lien, encumbrance, security interest or any other restriction of any kind, all of the rights, title and interest to the Assigned Trademarks. The execution, delivery and performance of this Trademark Assignment and the consummation of the transactions contemplated hereby do not and will not (a) violate or conflict with any applicable law or order to which Assignor is subject or by which any of Assignor’s assets or rights are bound, (b) constitute a violation or breach of, be in conflict with, constitute or create (with or without due notice or lapse of time or both) a default or loss of rights under (or give rise to any right of termination, modification, cancellation or acceleration) any contract to which Assignor is a party or to which Assignor is subject or by which any of Assignor’s assets or rights are bound, (c) result in the creation or imposition of any lien, of any sort of form, upon Assignor or Assignee, or any of Assignor’s or Assignee’s assets or rights, or (d) violate or contravene any provision of the governing and/or operating documents of Assignor.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark applications and registrations set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor 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 Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assigned Trademarks to Assignee, or any assignee or successor thereto.

4. Terms of the Kaleafa License Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Kaleafa License Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Kaleafa License Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Kaleafa License Agreement and the terms hereof, the terms of the Kaleafa License Agreement shall govern.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

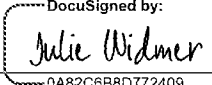
7. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oregon, without

giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.


Kaleafa IP Holdings, LLC

DocuSigned by:  
By:   
0A82C6B8D772409...  
Name: Julie Widmer  
Title: Manager

Address for Notices:  
19197 S. Molalla Ave.  
Oregon City, OR 97045

AGREED TO AND ACCEPTED:

KKE BRANDS LLC

DocuSigned by:  
By:   
C3AF-A88380E8466...  
Name: Timothy Hunkele  
Title: COO

Address for Notices:  
3945 Forbes Ave #471  
Pittsburgh, PA 15213

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
"KALEAFA"	United States	88597999	August 29, 2019	6654166	February 22, 2022