

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900697395

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MMJIP, LLC		05/20/2022	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Parc Holding Company LLC
Street Address:	975 Corporate Center Parkway, ste. 115
City:	Santa Rosa
State/Country:	CALIFORNIA
Postal Code:	95407
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6169584	CULTIVATION WITH A CONSCIENCE
Registration Number:	5692088	MARIGOLD
Registration Number:	4358368	SPARC
Registration Number:	4358369	SPARC
Registration Number:	4172310	SPARC
Registration Number:	4119290	SPARC
Registration Number:	4084823	SPARC
Registration Number:	4129378	SPARC
Serial Number:	90070162	MARIGOLD
Serial Number:	88404091	BESITO
Serial Number:	88402571	B

CORRESPONDENCE DATA

Fax Number:

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: 4153060890
 Email: james@marionesq.com
 Correspondent Name: James P Marion

Address Line 1: 1801 9th Ave.
Address Line 4: San Francisco, CALIFORNIA 94122

NAME OF SUBMITTER: James P Marion

SIGNATURE: /James Marion/

DATE SIGNED: 08/08/2022

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of May 20, 2022 ("**Effective Date**"), is made by **MMJIP, LLC**, a California limited liability company, with address at 975 Corporate Center Parkway, ste. 115, Santa Rosa, CA 95407 ("**Seller**"), in favor of **Parc Holding Company LLC**, a California limited liability company, with address at 975 Corporate Center Parkway, ste. 115, Santa Rosa, CA 95407 ("**Buyer**").

WHEREAS, Seller wishes to transfer and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with various authorities as necessary; and

WHEREAS, Seller is owner of the trademarks and copyrights, as well as the trademark and copyright registrations, along with other listed intellectual property assets, as set forth in the attached **Schedule 1** ("**Intellectual Property**"); and

WHEREAS, Buyer wishes to acquire all rights that Seller may have in the and to the Intellectual Property, together with the goodwill of the business in connection with which the Intellectual Property are used and which is symbolized by the Intellectual Property, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following, together with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property:

- (a) the Intellectual Property set forth in **Schedule 1** attached hereto;
- (b) all rights of any kind whatsoever of Seller 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 and/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.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Intellectual Property and any other governmental officials to record and register this Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Intellectual Property are properly assigned to Buyer, or any assignee or successor thereto.
3. Counterparts. This Assignment 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 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 Assignment.
4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the Effective Date.

MMJIP, LLC

By: */ Andrew Dobbs-Kramer /*
Andrew Dobbs-Kramer

AGREED TO AND ACCEPTED:

PARC HOLDING COMPANY LLC

By: */ Andrew Dobbs-Kramer /*
Andrew Dobbs-Kramer

SCHEDULE 1

United States Trademarks:

- 1) Cultivation with a Conscience – Registration No.: 6169584
- 2) Marigold – Registration No.: 5692088
- 3) Sparc – Registration No.: 4358368
- 4) Sparc (stylized design) – Registration No.: 4358369
- 5) Sparc (stylized design) – Registration No.: 4172310
- 6) Sparc – Registration No.: 4119290
- 7) Sparc – Registration No.: 4084823
- 8) Sparc – Registration No.: 4129378
- 9) Marigold - Application No.: 90070162
- 10) Besito - Application No.: 88404091
- 11) B (Besito stylized design) - Application No.: 88402571

TITLE	Hello
FILE NAME	1653073246-IP_ASS...lding-5-20-22.pdf
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Document History



05 / 20 / 2022
19:01:40 UTC

Sent for signature to Andrew Dobbs-Kramer
(andrewdk@sparcsf.org) from contact@marionesq.com
IP: 98.45.241.227



05 / 27 / 2022
11:27:22 UTC

Viewed by Andrew Dobbs-Kramer (andrewdk@sparcsf.org)
IP: 94.65.9.189



05 / 27 / 2022
12:09:05 UTC

Signed by Andrew Dobbs-Kramer (andrewdk@sparcsf.org)
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05 / 27 / 2022
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The document has been completed.