

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM785417

<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>
Radicle (US), Inc.		12/01/2022	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	100 King Street West		
<b>Internal Address:</b>	1 First Canadian Place		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1A1		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5142849	CLIMATE SMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3124605986		
<b>Email:</b>	blazar@seyfarth.com		
<b>Correspondent Name:</b>	Bart A. Lazar		
<b>Address Line 1:</b>	Seyfarth Shaw, LLP		
<b>Address Line 2:</b>	233 S		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	bmo		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Bart A. Lazar		
<b>Address Line 1:</b>	Seyfarth Shaw LLP		
<b>Address Line 2:</b>	233 S. Wacker Drive, Suite 8000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Bart A. Lazar		

CH \$40.00 5142849

<b>SIGNATURE:</b>	/Bart A. Lazar/
<b>DATE SIGNED:</b>	02/08/2023
<b>Total Attachments: 7</b> source=radicleassignment#page1.tif source=radicleassignment#page2.tif source=radicleassignment#page3.tif source=radicleassignment#page4.tif source=radicleassignment#page5.tif source=radicleassignment#page6.tif source=radicleassignment#page7.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Assignment Agreement”) is made as of December 1, 2022 (the “Effective Date”), by and between Radicle (US), Inc., a Nevada corporation (“Radicle US” or “Assignor”), and Bank of Montreal, a Canadian chartered bank (“BMO” or “Assignee”). Unless otherwise defined herein, all capitalized terms used in this Assignment Agreement shall have the meanings set forth in the Liquidation Agreement between Radicle US and BMO, dated as of December 1, 2022 (the “Liquidation Agreement”).

WHEREAS, pursuant to the Liquidation Agreement, as of the Effective Time, BMO has agreed to receive, and Radicle US has agreed to distribute, all of its right, title and interest in and to all of its intellectual property to the full extent of Radicle US’ ownership therein; and

WHEREAS, pursuant to Section 1.3(b)(i)(B) of the Liquidation Agreement, the parties hereto desire to execute and deliver this Agreement to evidence the distribution to BMO the Business Intellectual Property as of the Effective Time.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Assignment. As of the Effective Time, 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 Business Intellectual Property set forth on Schedule 1(a) hereof, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Business Intellectual Property;

(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.

2. 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

Assignment Agreement upon request by Assignee. Following the date hereof, at Assignor's expense, Assignor shall take all reasonable steps and actions, and provide such reasonable 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 Business Intellectual Property to Assignee.

3. Power of Attorney. As of the Effective Time, Assignor hereby irrevocably grants Assignee power of attorney to execute and deliver any of the documents referenced in Section 2 on Assignor's behalf in its name and to do all other lawfully permitted acts to transfer the Assigned Trademarks to Assignee and further the transfer, issuance, prosecution, and maintenance of all intellectual property rights therein, to the full extent permitted by law. The power of attorney is coupled with an interest and shall not be impacted by Assignor's subsequent incapacity.

4. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be made (a) by personal delivery, (b) by a national recognized overnight courier service, or (c) via electronic mail. Such notice deemed to have been given on the date so delivered, if delivered personally or via electronic mail, or two (2) calendar days after being sent by overnight delivery providing receipt of delivery. Any party may change its address for notices by notice given in accordance with the foregoing.

If to Assignor:  
Radicle (US) Inc.  
c/o Bank of Montreal  
1930, 401 – 9th Avenue SW  
Calgary, AB T2P 3C5

If to Assignee:  
Bank of Montreal  
1 First Canadian Place  
100 King Street West, 21st Floor  
Toronto, ON M5X 1A1

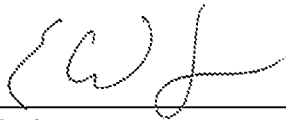
6. Successors and Assigns. This Assignment Agreement and the rights and obligations hereunder shall not be assignable or transferable by either party without the prior written consent of the other party. Subject to the preceding sentence, this Assignment Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

7. Governing Law. This Assignment Agreement and the rights of the parties hereunder will be governed, interpreted, and enforced in accordance with the laws of the State of Nevada, without reference to the conflicts of law principles thereof.


[SIGNATURE PAGE FOLLOWS]

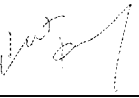
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment Agreement as of the date first written above.

**RADICLE (US) INC., as Assignor**

By:  \_\_\_\_\_  
Name: Eric Jacks  
Title: Treasurer

**BANK OF MONTREAL, as Assignee**

By:   
Name: Dan Goldman  
Title: Managing Director Co-Head, Global Markets

By:   
Name: Levent Kahraman  
Title: Managing Director, Co-Head, Global Markets

**SCHEDULE 1(A)**

**UNITED STATES**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>
CLIMATE SMART	Radicle (US) Inc.	86807045	5142849

**BRAZIL**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>REGISTRATION NO.</b>
CLIMATE SMART	Radicle (US) Inc.	912440350 912440449 912440589 912440651

**UNITED KINGDOM**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>REGISTRATION NO.</b>
CLIMATE SMART	Radicle (US) Inc.	UK00801375432

**WIPO – INTERNATIONAL REGISTRATIONS**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>INTERNATIONAL REGISTRATION NO.</b>	<b>BASE APPLICATION / PRIORITY DATE</b>	<b>DESIGNATED COUNTRY INFORMATION</b>
CLIMATE SMART	Radicle (US) Inc.	1375432	Based on US App. 5142849  Priority Date: n/a	Granted in the EU (App/Reg No. 1375432)  Granted in Mexico (App/Reg No. 2067779, 1929910, 1929911, 2067780)  Refused in China (App/Reg No.



				G1375432)
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**UNREGISTERED TRADEMARKS**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>FILE NO.</b>
RADICLEBALANCE	Radicle (US) Inc.	556206-22
R Design	Radicle (US) Inc.	556206-21