

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APOP, LLC		02/01/2017	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	TS Brandco Holdings Inc.		
Street Address:	162 Cumberland Street		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5R3N5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5180557	VAN DER POP	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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>			
Phone:	2486411600		
Email:	jsachs@harnessip.com		
Correspondent Name:	Jessica S. Sachs		
Address Line 1:	Harness, Dickey & Pierce, P.L.C.		
Address Line 2:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	17344C-200097		
DOMESTIC REPRESENTATIVE			
Name:	Jessica S. Sachs		
Address Line 1:	Harness, Dickey & Pierce, P.L.C.		
Address Line 2:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
NAME OF SUBMITTER:	Jessica S. Sachs		
SIGNATURE:	/jss/		

CH \$40.00 5180557

DATE SIGNED:

03/24/2023

Total Attachments: 26

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the “Agreement”), dated [February 1, 2017¹] (the “Effective Date”), is by and between TS Brandco Holdings, Inc., a Canadian corporation (“Purchaser”), APOP, LLC, a Washington limited liability company d/b/a Van der Pop (“Seller”) and April Pride Allison, a married individual residing in the State of Washington (“April” or “Seller Principal”).

RECITALS

- A. Seller is a cannabis lifestyle business which sells, among other things, cannabis use related products and cannabis storage products (the “Business”).
- B. Seller owns all right, title and interest in and to the Business and all of the tangible and intangible assets used in connection therewith.
- C. Seller desires to sell and transfer to Purchaser, and Purchaser desires to purchase from Seller, substantially all of the assets related to the Business for the consideration and upon the terms and subject to the conditions set forth herein.
- D. The parties agree that all monetary figures described in this Agreement are in United States Dollars.

NOW, THEREFORE, in consideration of the premises, mutual agreements, and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement, the terms set forth on Appendix I, attached hereto and made a part hereof for all purposes, shall have the meanings assigned to them in such Appendix.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF SPECIFIED LIABILITIES

SECTION 2.01. *Purchase and Sale of the Assets.* Subject to and upon the terms and conditions set forth in this Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Purchaser, and Purchaser hereby purchases and acquires from Seller, all of Seller’s right, title and interest in and to the assets and rights of every nature, kind and description, used or held for use by Seller in connection with the Business (collectively, the “Purchased Assets”), including, without limitation, all those items in the following categories that conform to the definition of the term “Purchased Assets”:

- (i) all Intellectual Property used or held for use in connection with the Business, including, but not limited to, the name “Van der Pop” and all related domain names;

¹ NTD: Dates to be updated

(ii) all manuals, catalogues, brochures, sales literature, promotional material, samples and other selling and support material used or held for use in connection with the Business or pertaining to the Purchased Assets;

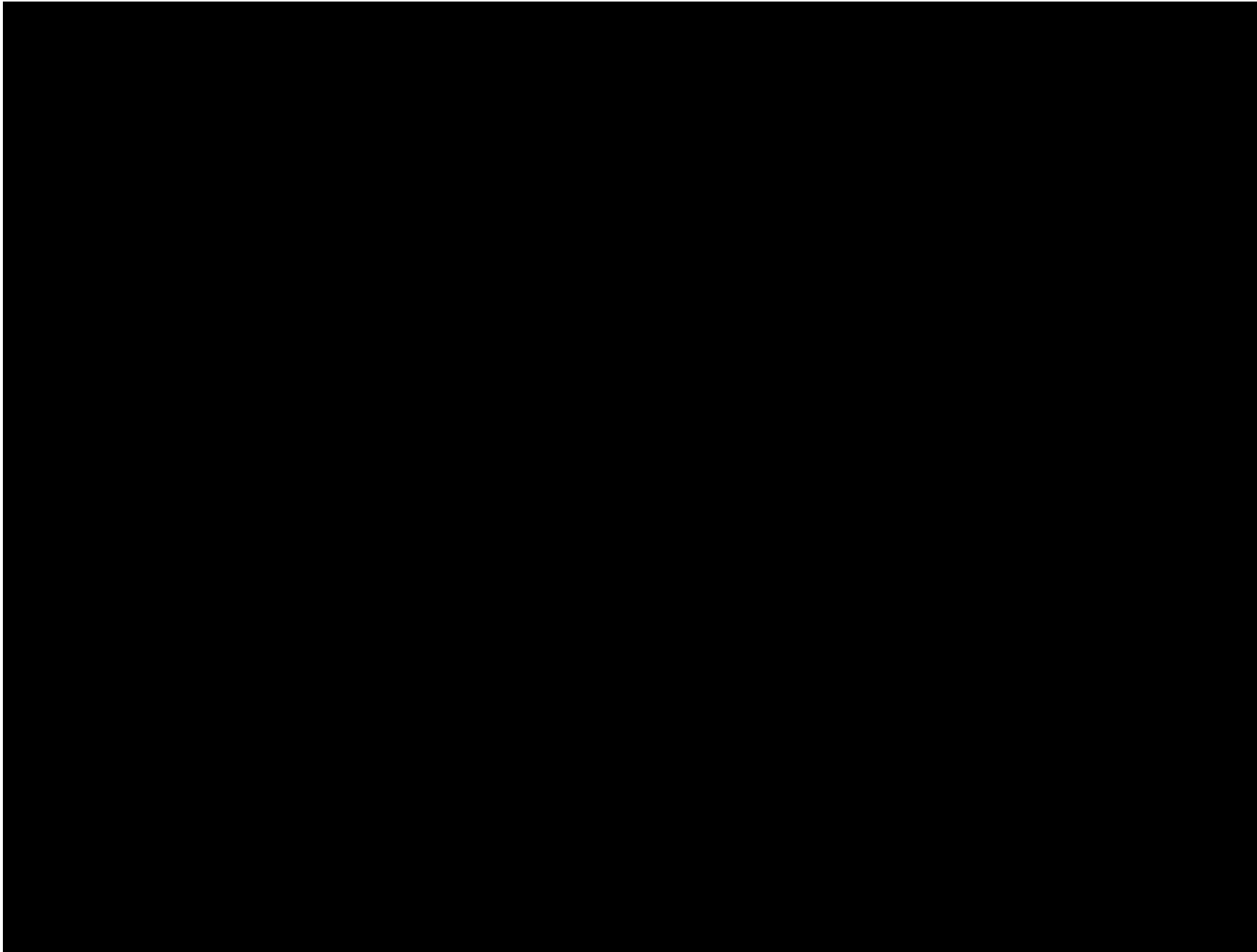
(iii) all books and records and all files, documents, papers, agreements and other records used or held for use in the Business or pertaining to the Purchased Assets, including those maintained electronically;

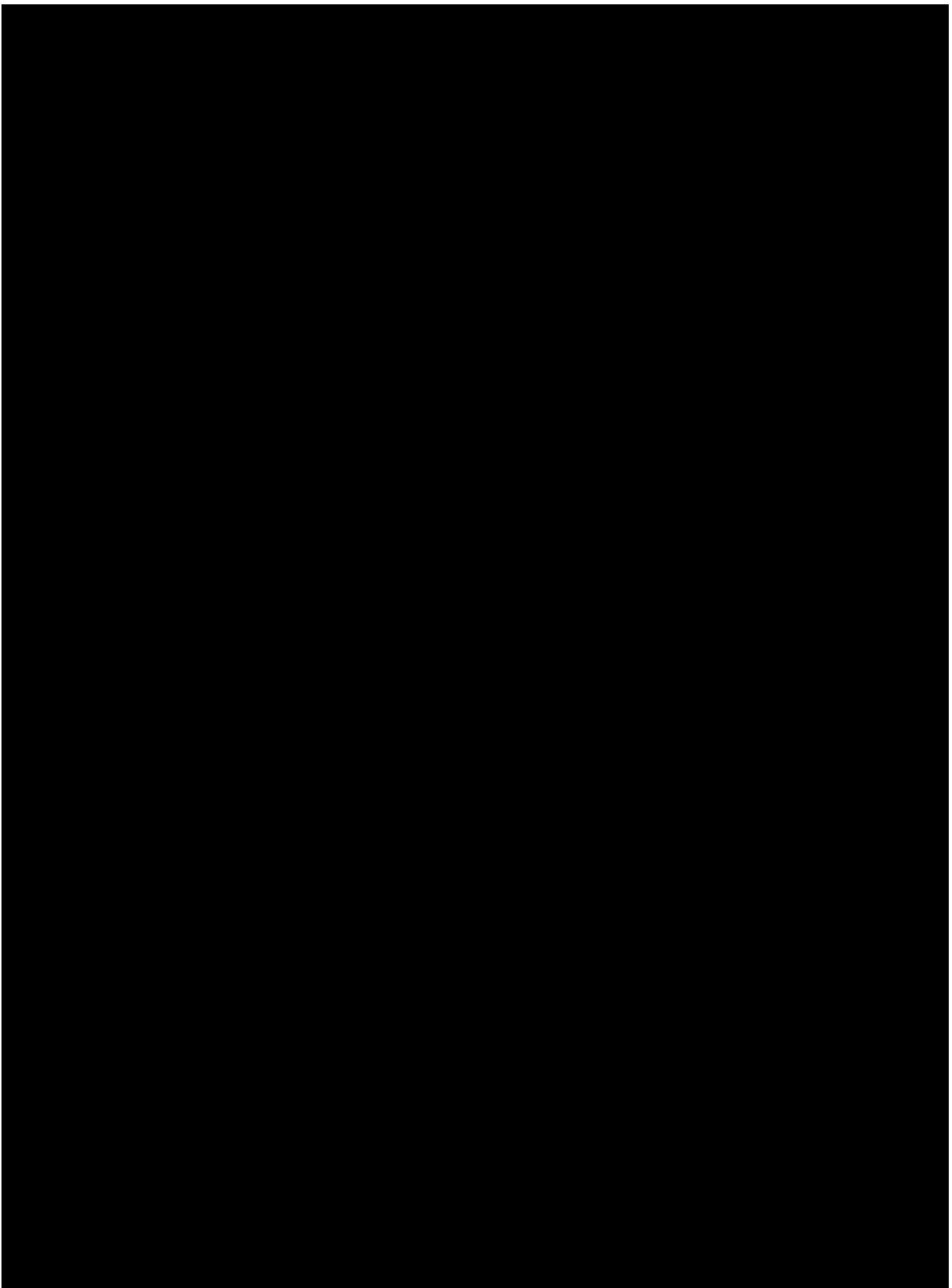
(iv) all goodwill associated with the Business or relating to the Purchased Assets;

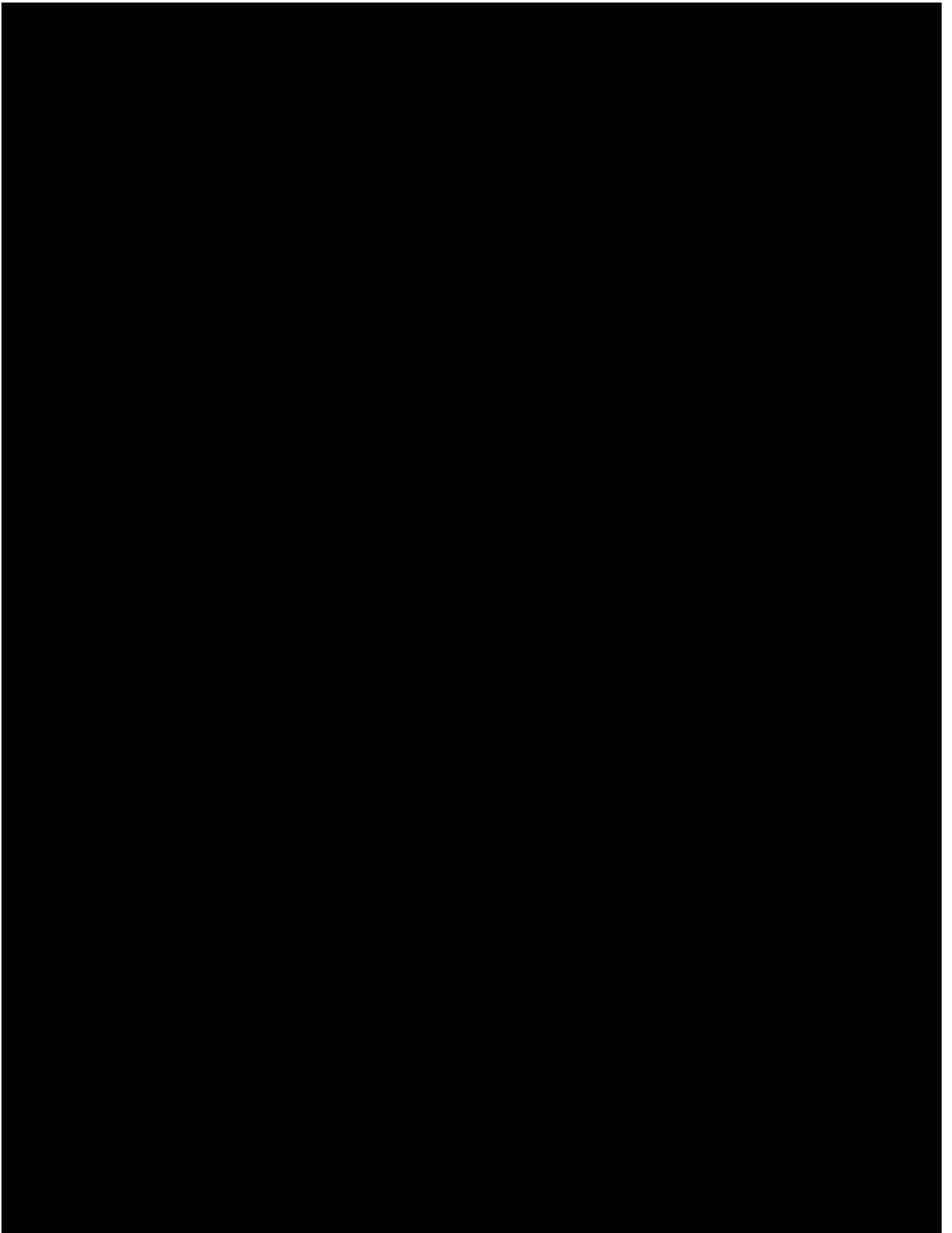
(v) all governmental licenses, permits, approvals, license and permit applications used or held for use in the Business or pertaining to the Purchased Assets;

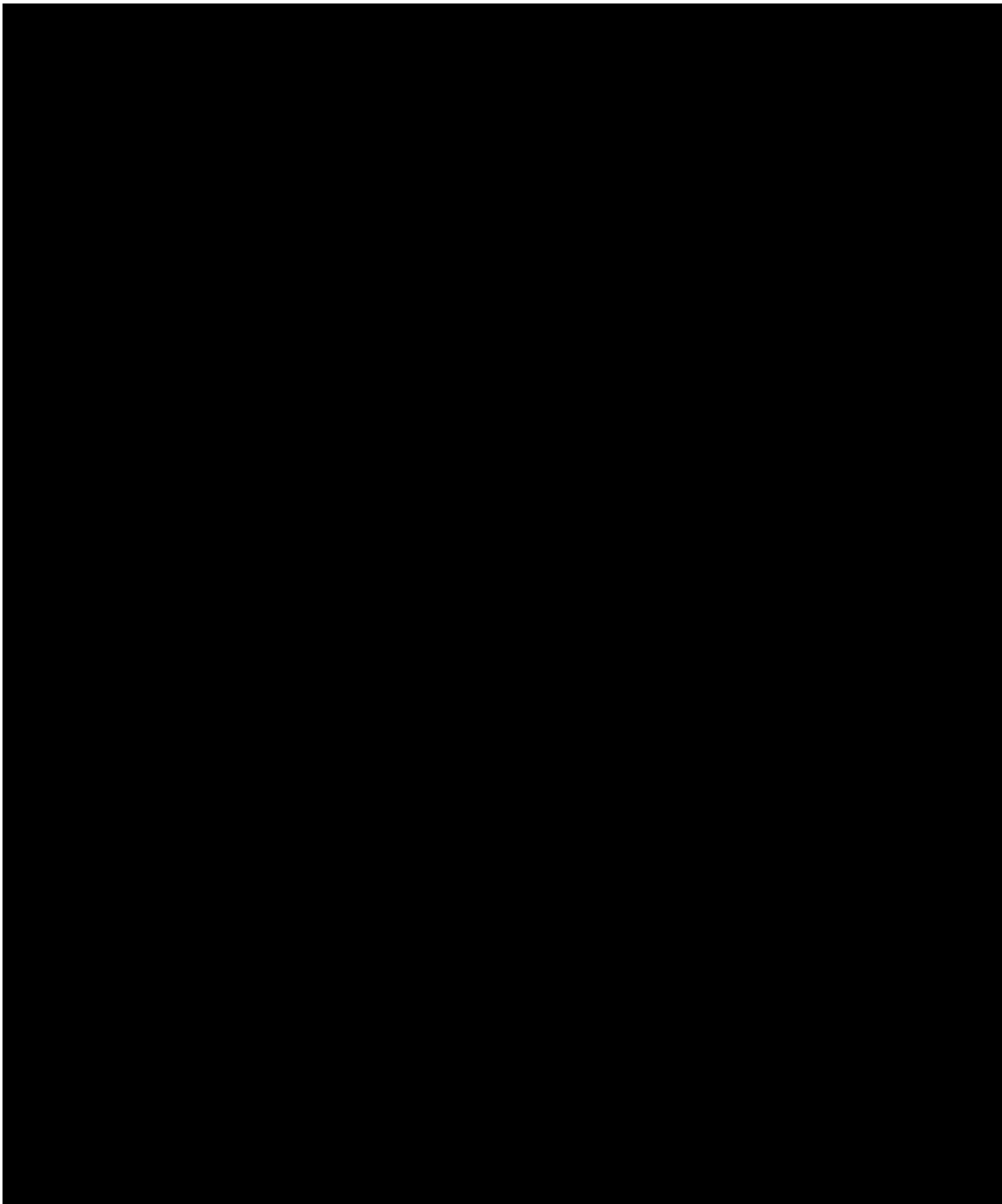
(vi) all claims against third parties, whether or not asserted and whether now existing or hereafter arising, related to the Purchased Assets (including, without limitation, all claims based on any indemnities or warranties in favor of Seller relating to any of the Purchased Assets); and

(vii) all deposits and prepaid expenses relating to the Business, if any.









SECTION 3.10. *Intellectual Property.*

(a) (i) Section 3.10(a)(i) of the Disclosure Schedule sets forth a true and complete list and a brief description of all Intellectual Property used in connection with the Business, all registrations and applications relating to such Intellectual Property (with copies of such registrations and applications attached thereto), and indicating which Intellectual Property is Owned Intellectual Property and which is Licensed Intellectual Property. The rights of Seller in or to the Owned Intellectual Property used or intended to be used in the Business, and to the Knowledge of Seller, in and to the Licensed Intellectual Property used or intended to be used in the Business are valid and subsisting worldwide and do not conflict with or infringe on the rights of any other Person and Seller has not received any claim or written notice from any Person to such effect.

(ii) With respect to all Licensed Intellectual Property used or intended to be used in the Business, Seller is not in violation in any material respect of any license, sublicense or agreement related to Licensed Intellectual Property.

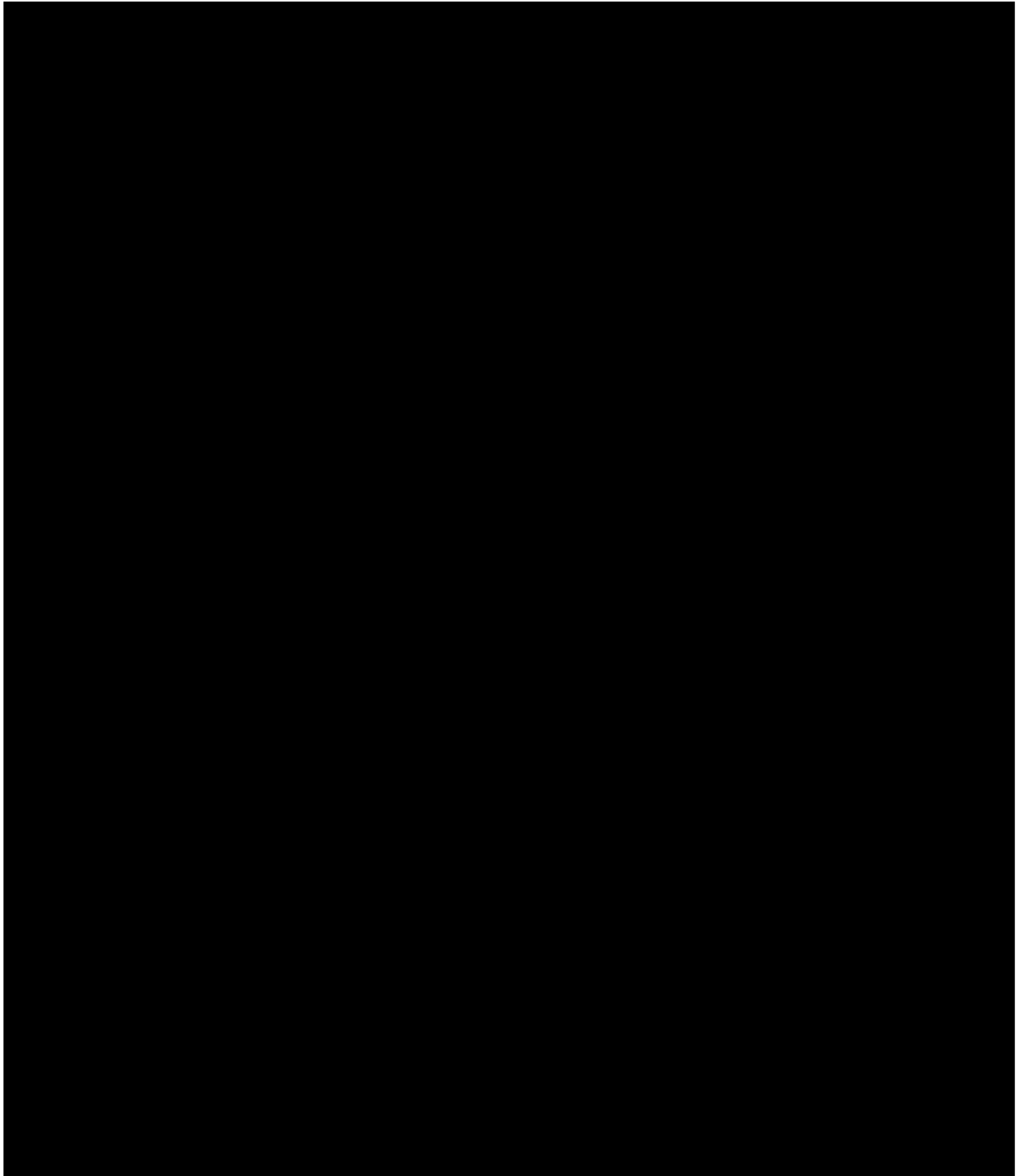
(b) All the Owned Intellectual Property used or intended to be used in the Business is owned free and clear of any Encumbrance and (ii) no Actions have been made or asserted or are pending (nor has any such Action been threatened, and to the Knowledge of Seller, no such Action is anticipated) against Seller either (A) based upon or challenging or seeking to deny or restrict the use by Seller of any of its Owned Intellectual Property or its Licensed Intellectual Property used or intended to be used in the Business or (B) alleging that any services provided or products created, licensed or sold or materials published by Seller in connection with the Business are being provided, created, licensed, sold or published in violation of any patents, copyrights or trademarks, or any other rights of any Person. Seller has not granted any license, sublicense or other right to any other Person with respect to its Owned Intellectual Property used or intended to be used in the Business. The consummation of the transactions contemplated by this Agreement will not result in the termination or impairment of any of the Owned Intellectual Property used or intended to be used in the Business. As a result of the execution and delivery of this Agreement or the performance of Seller's obligations hereunder, neither Seller nor Purchaser shall be in violation in any material respect of any license, sublicense or agreement related to Licensed Intellectual Property used or intended to be used in the Business.

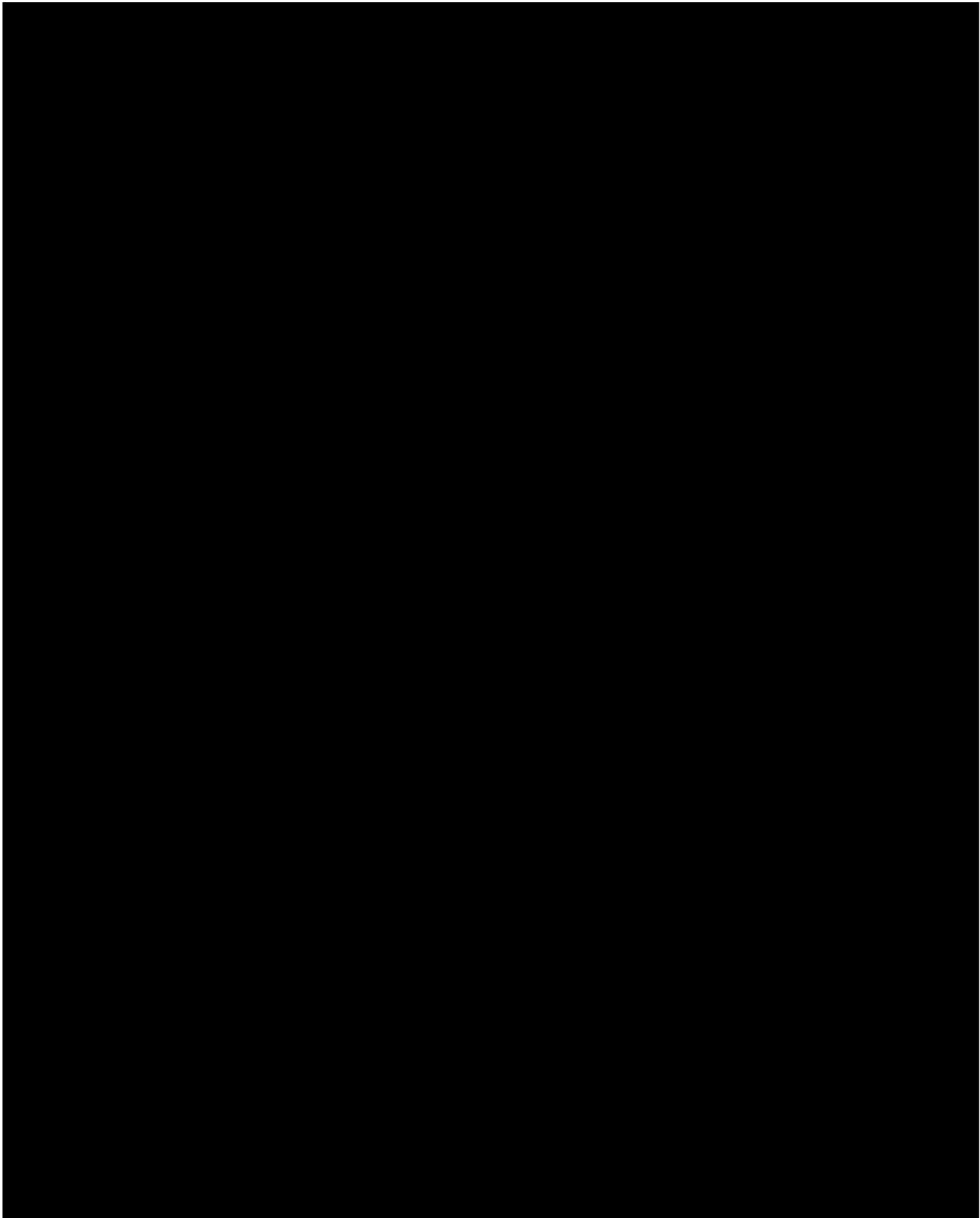
(c) The Intellectual Property set forth in Section 3.10(a)(i) of the Disclosure Schedule constitutes all the Intellectual Property of the type described therein used or held by Seller or forming a part of the Intellectual Property used or held by Seller in connection with the Business, and such Intellectual Property constitutes all the Intellectual Property that has been necessary in the conduct of the Business.

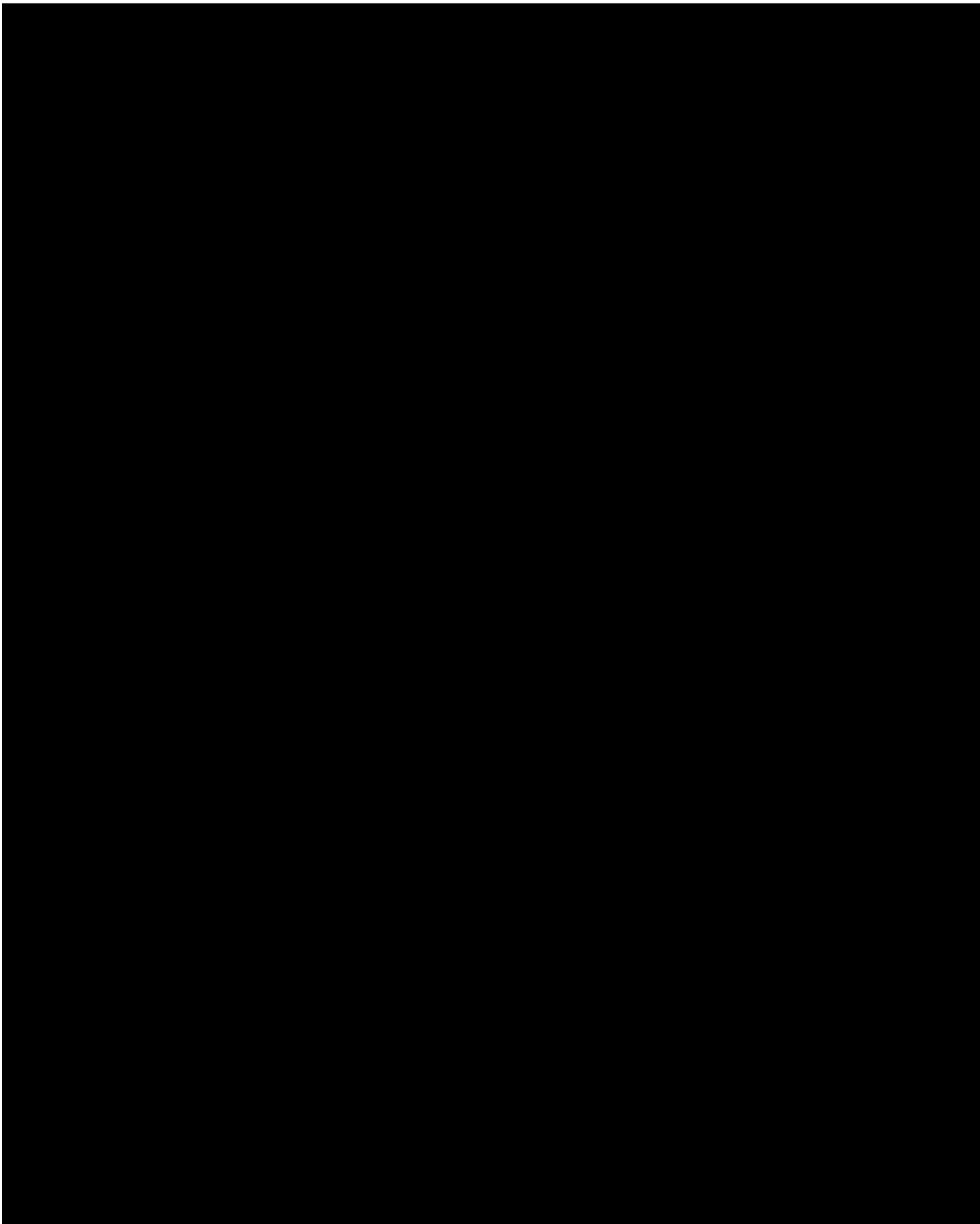
(d) There has not been and there is not now any unauthorized use, infringement or misappropriation of any of the Intellectual Property by any Person.

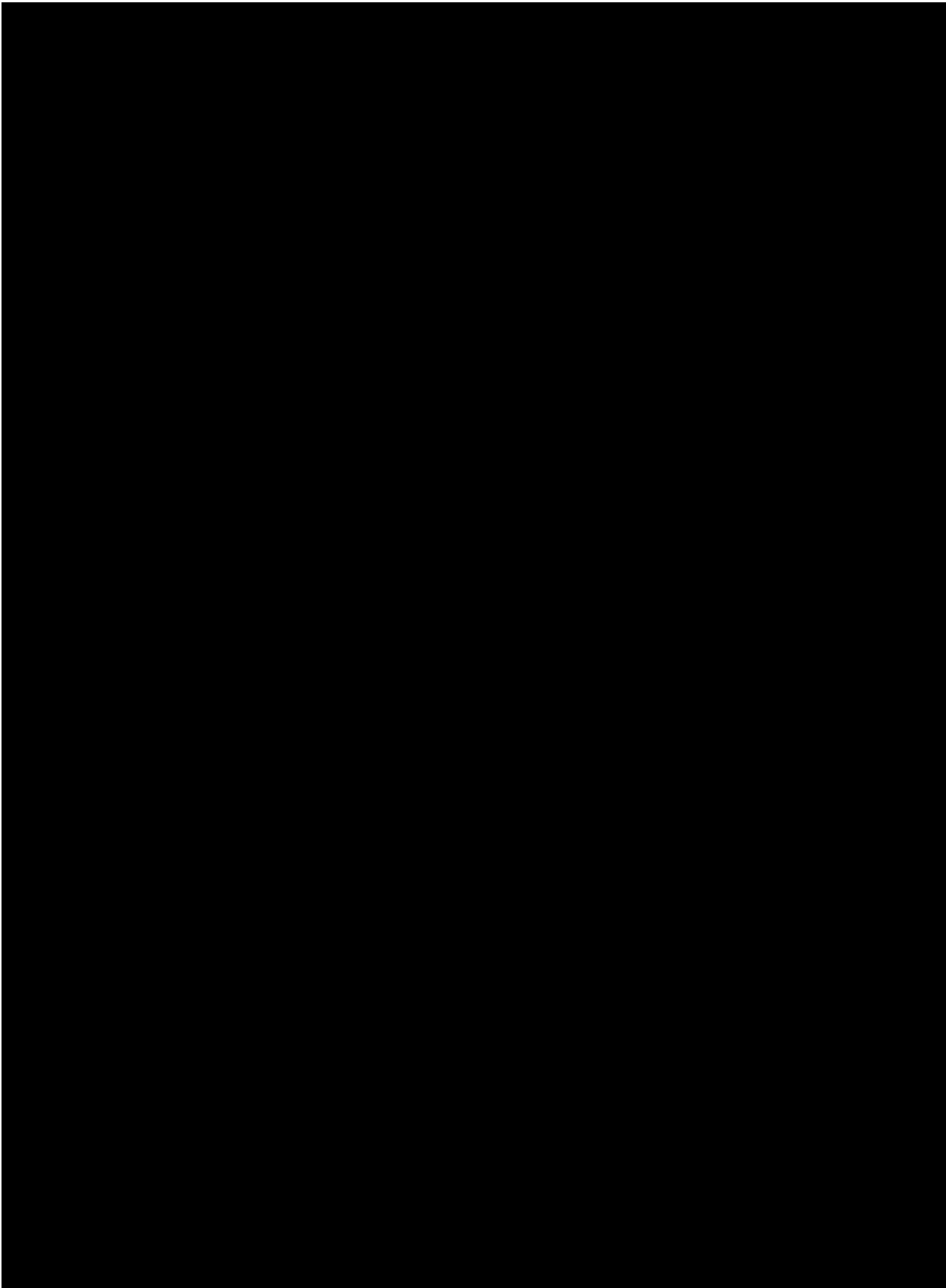
(e) No Intellectual Property used or intended to be used in the Business is subject to any outstanding Governmental Order or agreement restricting in any material manner the licensing or use thereof by Seller. Seller has not entered into any agreement to indemnify any other Person against any charge of infringement of any Intellectual Property used or intended to be used in the Business, except in the ordinary course of business. Seller has not entered into any agreement granting any Person the right to bring infringement actions with respect to, or otherwise to enforce rights with respect to, any Intellectual Property used or intended to be used in the Business. Seller has the exclusive right to file, prosecute and maintain all applications and registrations with respect to the Owned Intellectual Property used or intended to be used in the Business.

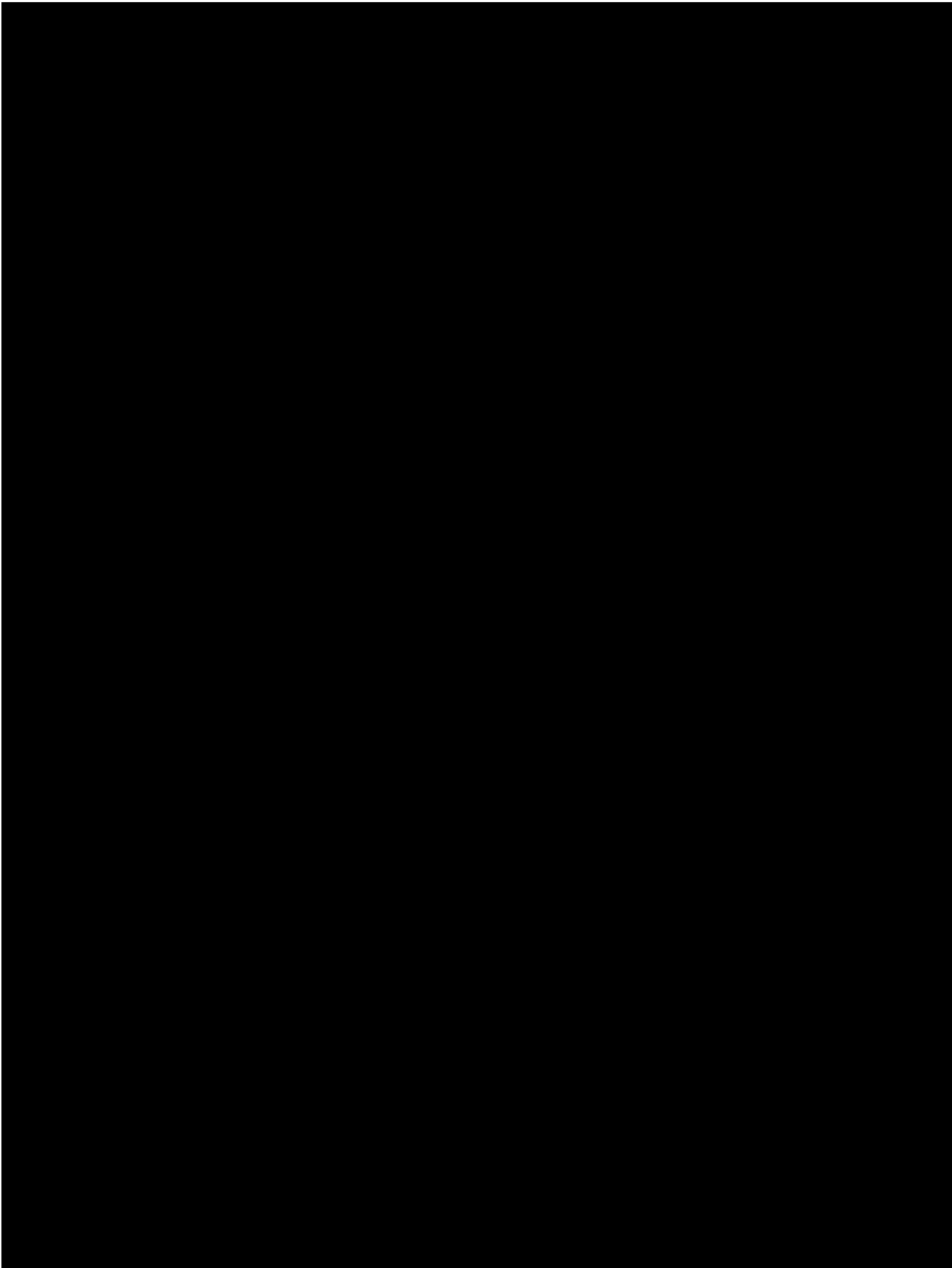
(f) No Person has a license to use or the right to acquire a license to use any future version of any product based on the Owned Intellectual Property used or intended to be used in the Business or any product based on the Owned Intellectual Property that is under development in connection with the Business, and no agreement to which Seller is a party will restrict Purchaser from charging customers for any such new version or product.









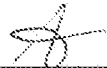


IN WITNESS WHEREOF, the undersigned have caused this Asset Purchase Agreement to be executed as of the date first written above.

PURCHASER:

TS Brandco Holdings, Inc.
162 Cumberland St.
Toronto ON
M5R3N5
Attn: Alan Gertner, President
Phone: (647) 926-0302
Email: alan@tokyosmoke.com

TS BRANDCO HOLDINGS, INC.

By: 
Alan Gertner, President

with a copy to:

Scarff Law Firm, PLLC
3035 Island Crest Way, Suite 201
Mercer Island, WA 98040
Attn: Lisa A. Peterson, Esq.
Phone.: (206) 236-1500
Email: joe@scarfflaw.com


Aird & Berlis LLP
Brookfield Place, 181 Bay Street
Suite 1800, Box 754
Toronto, ON M5J 2T9
CANADA
Phone: (416) 865-3437
Email: repstein@airdberlis.com

SELLER:

APOP, LLC

Attn: April Pride Allison
Phone: (206) 300-0760
Email: april@vanderpop.com

APOP, LLC d/b/a Van der Pop

By: 
April Pride Allison, Manager

with a copy to:

Frank Paganelli
Lane Powell, PC
1420 Fifth Avenue, Suite 4200
Seattle, WA 98111-9402
Phone.: (206) 223-7077
Email: paganellif@lanepowell.com

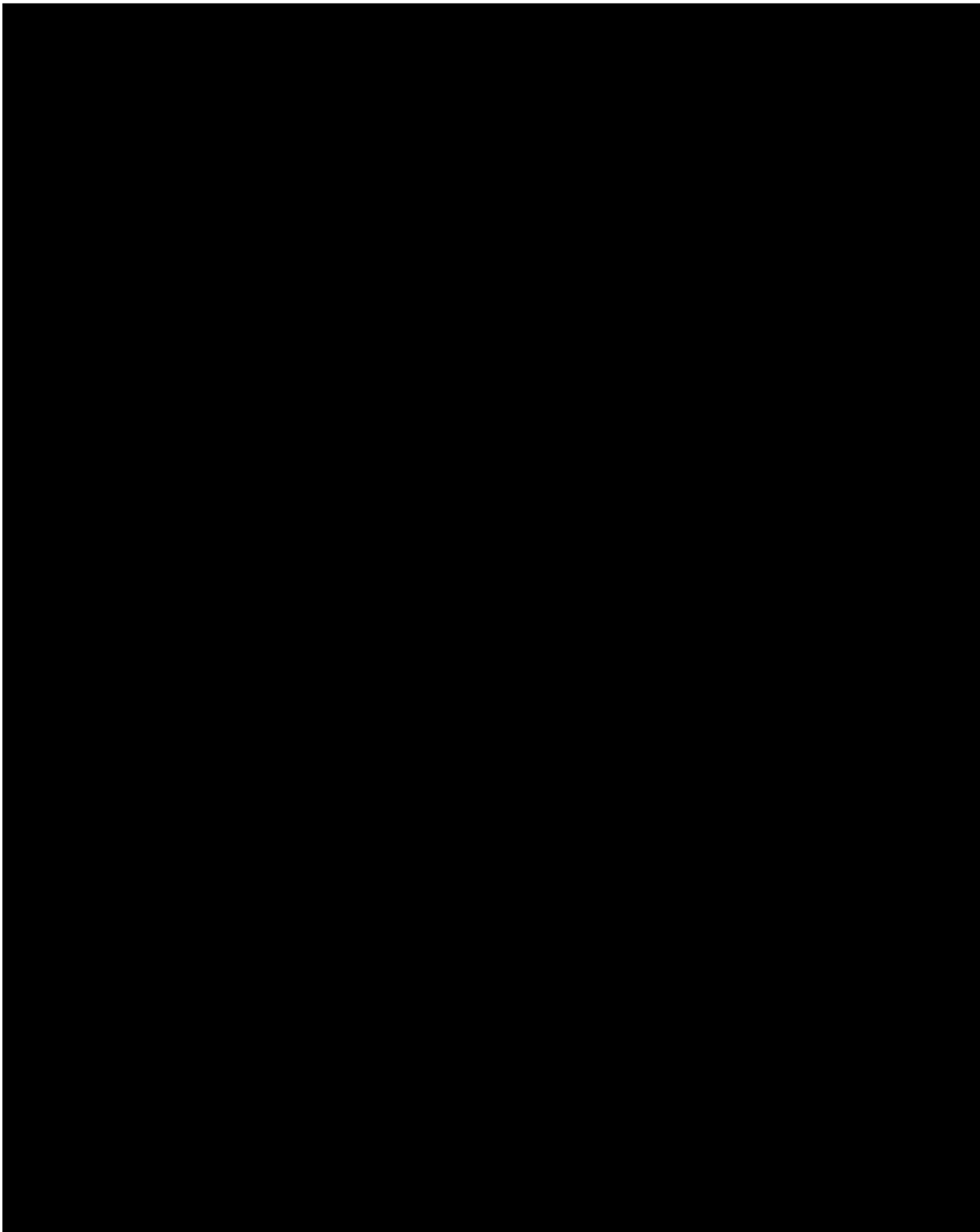
April Pride Allison

SELLER PRINCIPAL:

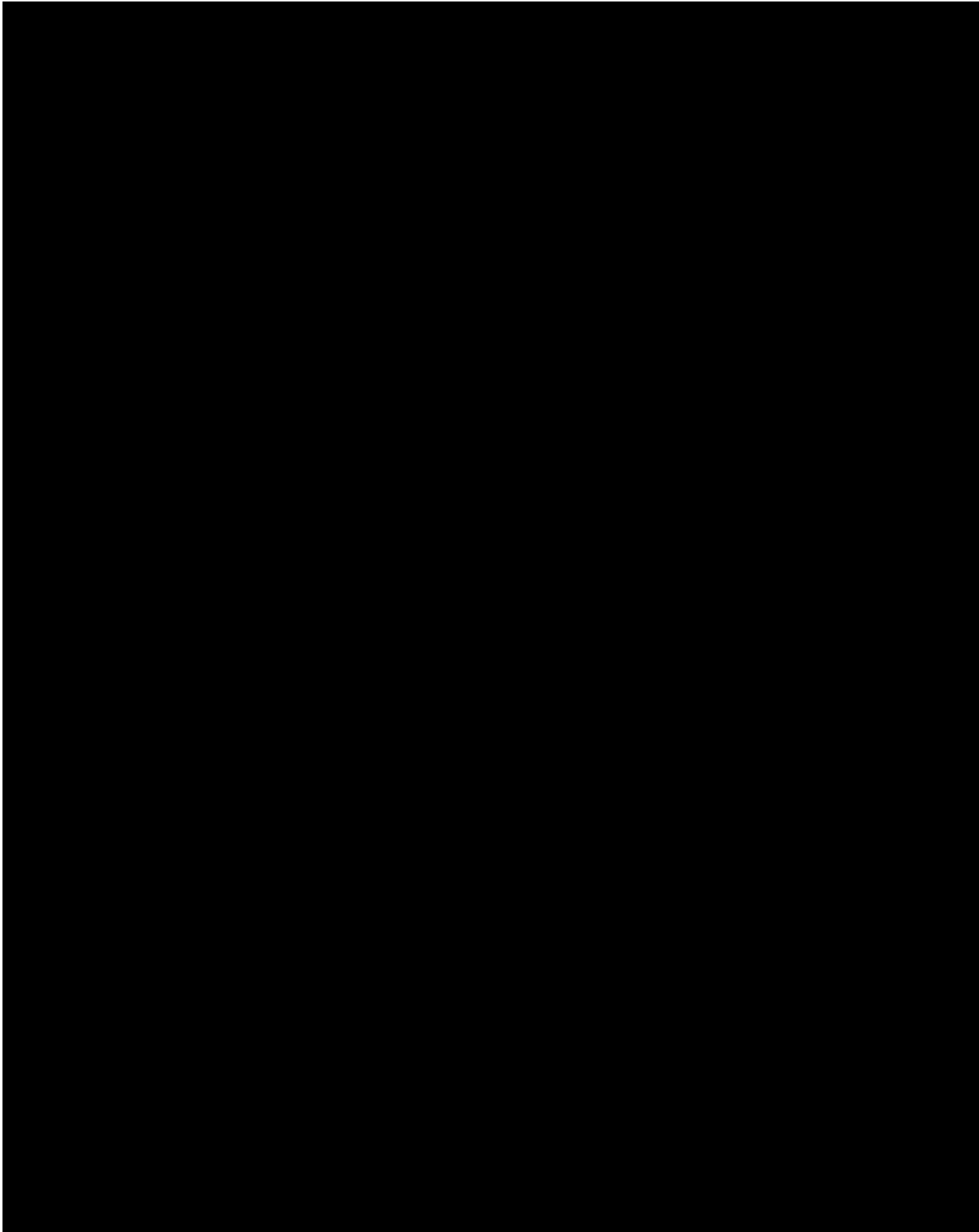
Phone: 206-300-0760
Email: april@vanderpop.com

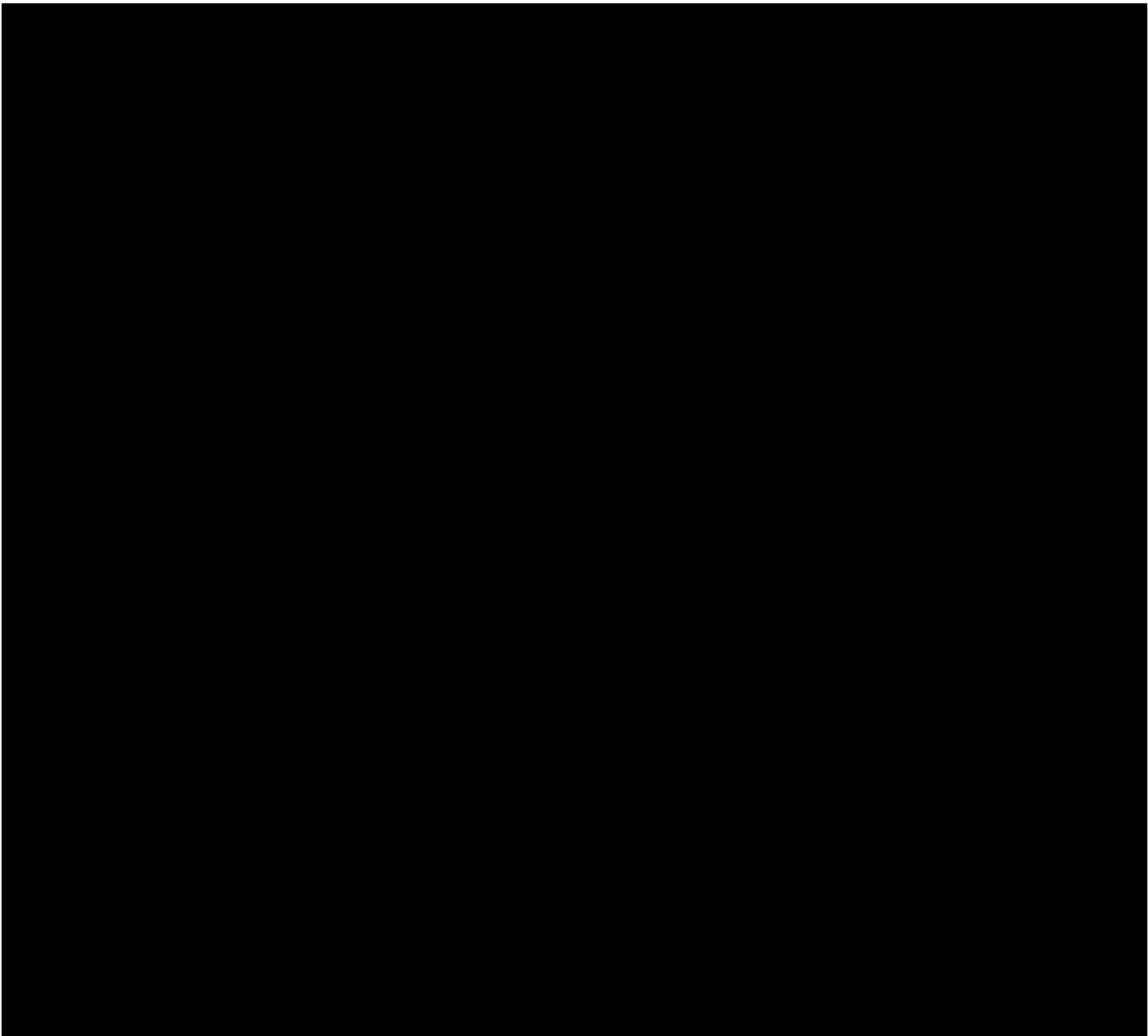


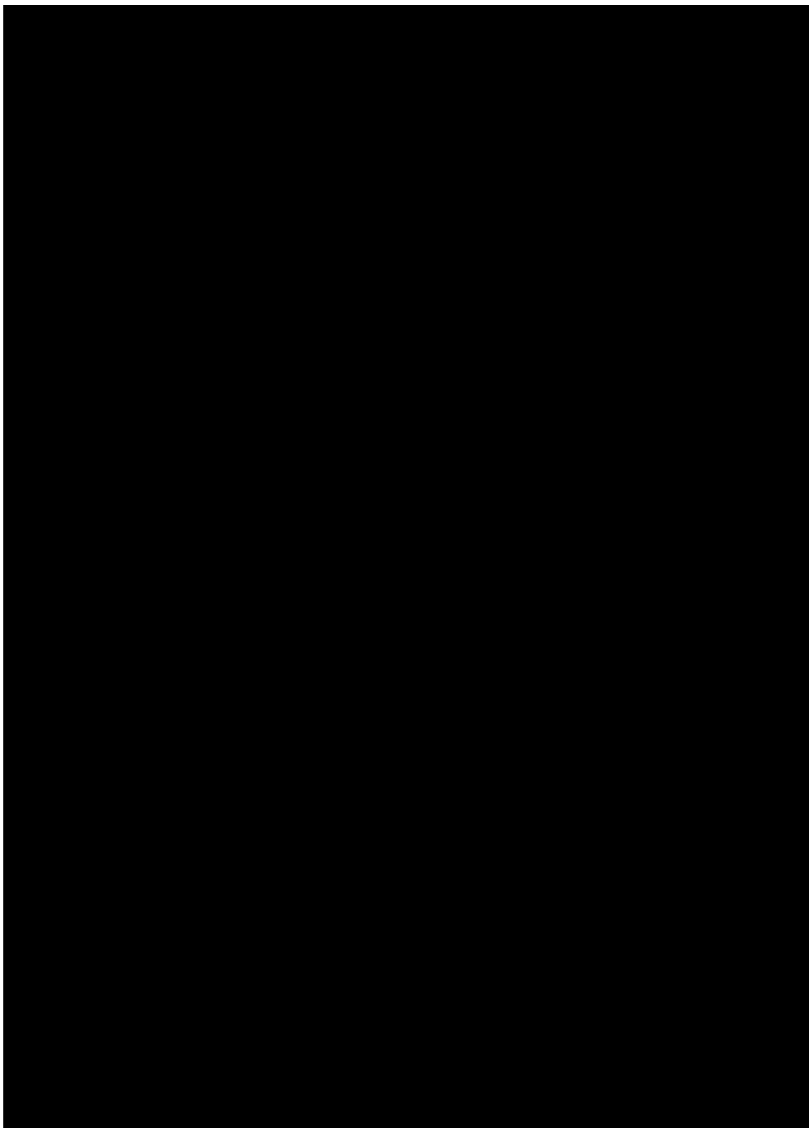
April Pride Allison



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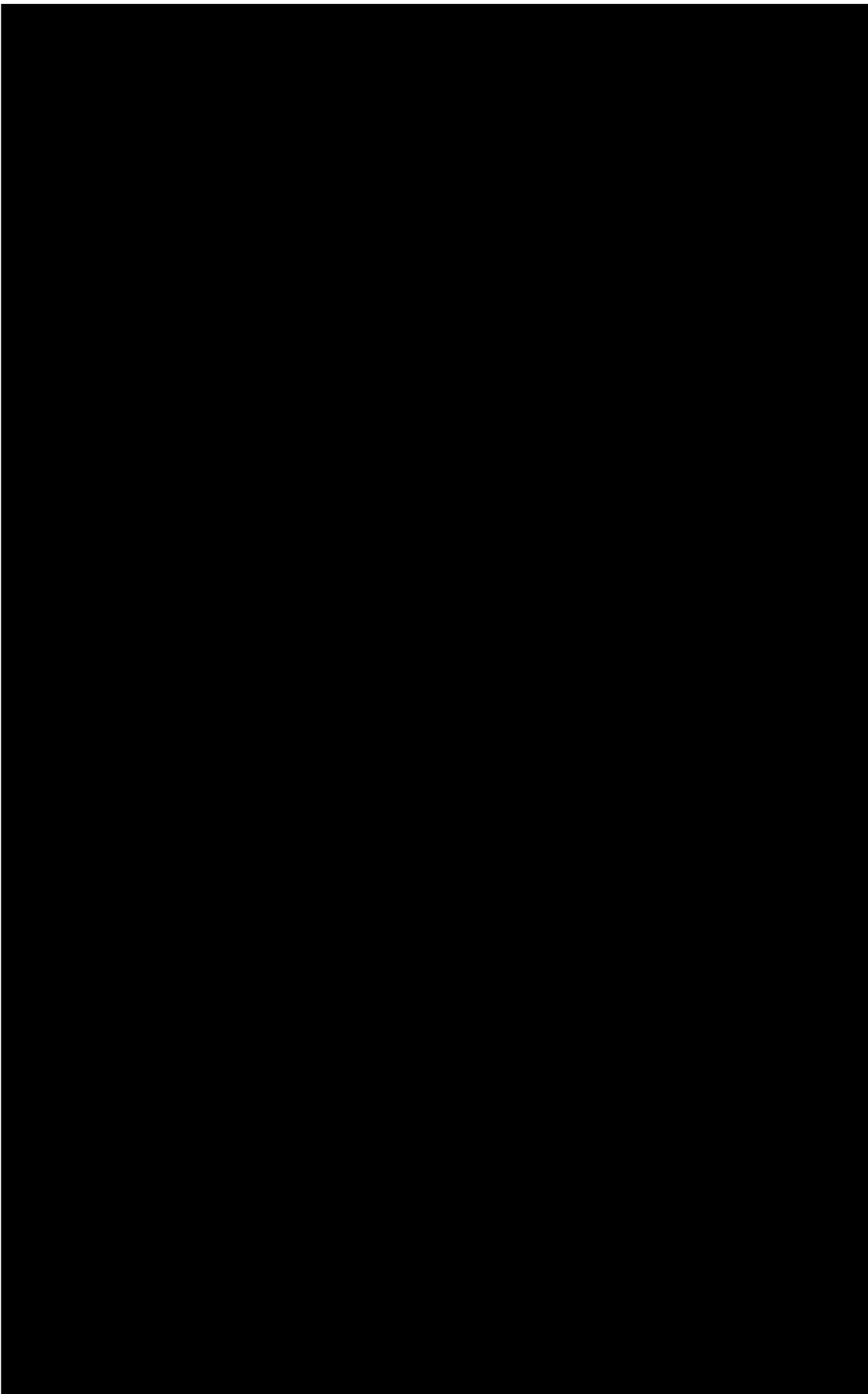


Schedule 3.10(a)(i)

Intellectual Property

1. Trademark Serial Number 87146297 filed 08/22/2016 and published 01/24/2017 as shown on the attached detail.





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