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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM798350

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	12/27/2022	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GH Brands LLC		03/28/2023	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	GHB Usub, LLC		
Street Address:	3645 Long Beach Boulevard		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90807		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	90616220	FORBIDDEN FLOWERS
Serial Number:	97362341	UNITED BY NATURE
Serial Number:	97362330	ALLSWELL
Serial Number:	97686877	FIELD TASTE MATTERS

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: 8185745710

Email: adarab@nolanheimann.com

Correspondent Name: Abdul A. Darab
Address Line 1: 16000 Ventura Blvd.

Address Line 2: Suite 1200

Address Line 4: Encino, CALIFORNIA 91436

ATTORNEY DOCKET NUMBER:	GH Brands, LLC
NAME OF SUBMITTER:	Abdul A. Darab
SIGNATURE:	/Abdul A. Darab/
DATE SIGNED:	03/28/2023

TRADEMARK REEL: 008019 FRAME: 0049

Total Attachments: 3

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TRADEMARK
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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment ("Assignment") is entered into and effective as of December 27, 2022 (the "Effective Date"), by and between GH Brands LLC, a California limited liability company located at 3645 Long Beach Boulevard, Long Beach, California 90807 ("Assignor"), and GHB Usub, LLC, a Delaware limited liability company located at 3645 Long Beach Boulevard, Long Beach, California 90807 ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations set forth at Exhibit A hereto, of the trademarks shown in said registrations, and of all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (the "Assigned Marks");

WHEREAS, Assignor desires to transfer, and Assignee desires to acquire, all right, title and interest in and to the Assigned Marks throughout the world, including, without limitation, all applications and registrations pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment. Assignor hereby confirms that it assigns, transfers, sells, conveys, and delivers to Assignee nunc pro tunc effective as of December 27, 2022, all right, title and interest in and to the Assigned Marks throughout the world, including, without limitation, the trademark registrations pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the Assigned Marks, including all rights to sue or otherwise assert the Assigned Marks and to recover damages, profits and/or other compensation for past, present and future infringements, the right to license the Assigned Marks to others, and the right to renew the trademark registration for the Assigned Marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment not been made.
- <u>2. Authorization to Record.</u> Assignor hereby authorizes Assignee to record this Assignment with the United States Patent and Trademark Office, and in relevant trademark offices throughout the world.
- <u>3. Cooperation.</u> Assignor shall cooperate fully in the execution of all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

[signatures on next page]

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IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee on March 28, 2023, and Assignee acknowledges receipt of the same.

GH Brands LLC, Assignor

By:

By:

Name: Kyle D. Kazan

Title: Authorized Signatory

GHB Usub, LLC, Assignee

By: Eye kazan

Name: Kyle D. Kazan

Title: Authorized Signatory

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EXHIBIT A

Mark	Jurisdiction	Serial/Registration No.	Classes	Filing Date
Forbidden Flowers	US	90616220	3 (CBD topicals)	March 31, 2021
United by Nature	US	97362341	34 (Smokers Items)	April 13, 2022
Allswell	US	97362330	34 (Smokers Items)	April 13, 2022
FIELD TASTE MATTERS	US	97686877	34 (Smokers Items)	November 21, 2022

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RECORDED: 03/28/2023