

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM818611

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the text of attached supporting document previously recorded on Reel 008063 Frame 0420. Assignor(s) hereby confirms the ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaya Ventures Inc.		04/28/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mission Partners IP, LLC		
Street Address:	5060 N. 40th Street		
Internal Address:	Suite 120		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90334131	ISLAND	
Serial Number:	87109901	ISLAND	
CORRESPONDENCE DATA			
Fax Number:			
<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:	510-500-5210		
Email:	trademarks@amandaconleylaw.com		
Correspondent Name:	Amanda R. Conley, Esq.		
Address Line 1:	5627 Telegraph Avenue		
Address Line 2:	Suite 406		
Address Line 4:	Oakland, CALIFORNIA 94609		
ATTORNEY DOCKET NUMBER:	Mission IP		
NAME OF SUBMITTER:	Amanda R. Conley		
SIGNATURE:	/Amanda R. Conley/		
DATE SIGNED:	06/20/2023		

OP \$65.00 90334131

Total Attachments: 5

source=assignment-tm-8063-0420#page1.tif

source=Trademark Assignment Agreement - Mission Partners IP-Kaya#page1.tif

source=Trademark Assignment Agreement - Mission Partners IP-Kaya#page2.tif

source=Trademark Assignment Agreement - Mission Partners IP-Kaya#page3.tif

source=Trademark Assignment Agreement - Mission Partners IP-Kaya#page4.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KAYA VENTURES INC.,		04/28/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mission Partners IP, LLC		
Street Address:	5060 N. 40th Street		
Internal Address:	Suite 120		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90334131	ISLAND	
Serial Number:	87109901	ISLAND	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	niki@delegate.legal		
Correspondent Name:	Niki Lentz of Conley Law, P.C		
Address Line 1:	Suite 406		
Address Line 2:	5627 Telegraph Avenue		
Address Line 4:	Oakland, CALIFORNIA 94609		
NAME OF SUBMITTER:	Niki Lentz		
SIGNATURE:	/Niki Lentz/		
DATE SIGNED:	05/05/2023		
Total Attachments: 1			
source=2023.04.28 KAYA VENTURES INC - IP Assignment to Mission Partners IP LLC#page1.tif			

OP \$65.00 90334131

Trademark Assignment Agreement

This Trademark Assignment Agreement (“**Trademark Assignment**”), effective as of April 28, 2023, is made by KAYA VENTURES INC., a California corporation, with a mailing address of 6241 Crescent Park W STE 410, Playa Vista, California 90094 (“**Assignor**”), in favor of MISSION PARTNERS IP, LLC, a Delaware limited liability company, with a mailing address of 5060 N. 40th Street, Suite 120, Phoenix, Arizona, 85018 (“**Assignee**”).

1. Prior Agreement. This Trademark Assignment replaces the Assignment of Trade/Service Mark Agreement between the parties executed on April 28, 2023, which is hereby superseded, replaced in its entirety with this Trademark Assignment, and considered null and void.

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 set forth on Schedule 1 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies the transfer of Assignor’s business, or that portion of the business to which the trademarks pertain, and that business is ongoing and existing;

(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, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

4. 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.

5. 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.

6. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

KAYA VENTURES INC.

DocuSigned by:
By Ray Landgraf
F889A685ECC7410...

Name: Ray Landgraf

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

MISSION PARTNERS IP, LLC

By: Mission Partners USA, LLC, Sole Member of Mission Partners IP, LLC

By: 4Front Holdings, LLC, Sole Member of Mission Partners USA, LLC

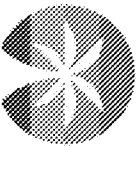
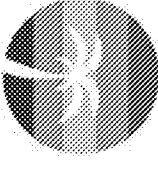
By: 4Front U.S. Holdings, Inc., Sole Member of 4Front Holdings, LLC

DocuSigned by:
By Leo Gontmakher
143D5AFDE4DF432...

Name: Leo Gontmakher

Title: President of 4Front U.S. Holdings, Inc.

**SCHEDULE 1
ASSIGNED TRADEMARKS**

Owner	Trademark	Jurisdiction	Application No.	Goods and Services
KAYA VENTURES INC.	 ISLAND & Design	United States	Serial No. 90334131	Class 034 - Smokers' articles, namely, smoking pipes, lighters for smokers, cigarette rolling papers, matches
KAYA VENTURES INC.	 ISLAND & Design	United States	Serial No. 87109901	Class 034 - Smokers' articles, namely, smoking pipes, lighters for smokers, cigarette rolling papers, matches