

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838456

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900796242		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mushroom Wellness, Inc.		08/25/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Herb Pharm, LLC		
Street Address:	20260 WILLIAMS HIGHWAY		
City:	WILLIAMS		
State/Country:	OREGON		
Postal Code:	97544		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6306288	MUSHROOM WELLNESS	
Registration Number:	6307621	MUSHROOM WELLNESS	
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:	5038022170		
Email:	trademark@tonkon.com		
Correspondent Name:	Parna A. Mehrbani		
Address Line 1:	888 SW Fifth Ave., Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	39440-9000MUSHROOMWELLNES		
NAME OF SUBMITTER:	Parna A. Mehrbani		
SIGNATURE:	/Parna A. Mehrbani/		
DATE SIGNED:	09/11/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 25, 2023, is made by Mushroom Wellness, Inc. ("**Assignor**"), a Texas corporation, in favor of Herb Pharm, LLC ("**Assignee**"), a Delaware limited liability company, the purchaser of the personal goodwill associated with the operations of Mushroom Harvest, Inc. held by George W. Vaughan, IV ("**Vaughan IV**"), the sole stockholder of Assignor, pursuant to a Goodwill Purchase Agreement dated as of the date hereof by and among Assignee, Vaughan, IV, and the other parties thereto (the "**Goodwill Purchase Agreement**").

WHEREAS, Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. 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 registrations and trademark applications set forth on Schedule I 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;

(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 Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's

reasonable request, 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.

3. Terms of the Goodwill Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Goodwill Purchase Agreement, to which reference is made for a further statement of the rights and obligations of MH and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Goodwill Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Goodwill Purchase Agreement and the terms hereof, the terms of the Goodwill Purchase Agreement shall govern.

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

[SIGNATURE PAGE FOLLOWS]

AGREED TO AND ACCEPTED:

HERB PHARM, LLC

By: _____

Name: Daniel Marple

Title: CEO

ACKNOWLEDGMENT

STATE OF Oregon)

)SS.

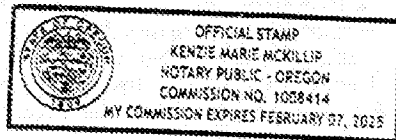
COUNTY OF Jackson)

On the 25 day of August 2023, before me personally appeared Daniel Marple personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same her authorized capacity as the CEO of Herb Pharm, LLC and acknowledged the instrument to be her free act and deed/the free act and deed of Herb Pharm, LLC for the uses and purposes mentioned in the instrument.

Kenzie Marie McKillip
Notary Public

Printed Name: Kenzie Marie McKillip

My Commission Expires: 2-7-25




[Signature Page to Mushroom Wellness Trademark Assignment Agreement]

SCHEDULE 1

Assigned Trademarks

Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
MUSHROOM WELLNESS	US	6,306,288	Mar. 30, 2021
	US	6,307,621	Mar. 30, 2021