

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI94331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pothead Inc.		03/07/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Rwachsberg Holdings Inc.		
Street Address:	1 Apollo Place		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M3J0H2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88503397	POTHEAD	
Registration Number:	6034608	POTHEAD INC.	
CORRESPONDENCE DATA			
Fax Number:	6126773101		
<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:	(612)259-9700		
Email:	gtipmail@gtlaw.com		
Correspondent Name:	Stephen Baird		
Address Line 1:	90 South Seventh Street, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	185536.000061		
NAME OF SUBMITTER:	Kari Strack		
SIGNATURE:	Kari Strack		
DATE SIGNED:	03/14/2024		
Total Attachments: 3			
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source=Trademark Assignment Agreement between Pothead Inc. and Rwachsberg Holdings Inc.#page2.tif			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Assignment**”) is entered into and effective as of the date that all Parties have signed this Agreement (the “**Effective Date**”) and is by and between Pothead Inc., a Delaware corporation, with a principal place of business at 51 Thornhill Court, Dover, Delaware 19904 (“**Assignor**”) and Rwachsberg Holdings Inc., a Canadian corporation, with a principal place of business at 1 Apollo Place, Toronto, Ontario, Canada M3J0H2 (“**Assignee**”) (collectively referred to as the “**Parties**” and each individually a “**Party**” to this Assignment).

WHEREAS, Assignor owns, and desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title, and interest in and to the trademarks, trademark application, and trademark registration set forth on Schedule 1 hereto, all common law rights to the trademarks therein, and all issuances, extensions, and renewals thereof (collectively the “**Assigned Trademarks**”), together with the goodwill of the business connect with the use of, and symbolized by, the Assigned Trademarks; and

NOW THEREFORE, in consideration of the promises set forth above and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s rights, title, and interest in and to (a) 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; and (c) 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 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 not obligation to sue for such legal and equitable relief and to collect, otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Trademark Assignment. Following the date hereof, Assignor shall take such steps and actions as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee.
3. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor is the owner of all of its right, title, interest in and to the Assigned Trademarks; (b) Assignor has not sold, assigned, transferred, or conveyed any right, title, or interest in or to the Assigned Trademarks to any other person; (c) Assignor has not licensed or otherwise granted any trademark or service mark rights with respect to the Assigned Trademarks to any other person; (d) Assignor has not encumbered or granted any lien or security interest in the Assigned Trademarks; (e) Assignor has not breached or violated any agreement to which Assignor is a party by executing and performing this Agreement and Assignor’s obligations thereunder; (f) there are no legal actions, claim, or proceedings pending or threatened in writing against Assignor relating to the Assigned Trademarks; (g) Assignor will not challenge or assist any other party in challenging the

validity of this Assignment or of Assignee's right, title, and interest in and to the Assigned Trademarks.

4. Counterparts. This 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 Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

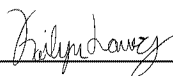
6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether the State of Delaware or any other jurisdiction).

7. Entire Agreement. This Assignment continues the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

Dated: March 7th, 2024

ASSIGNOR:

Pothead Inc.

By: 

Name: **Kailyn Lowry**

Title: **Owner**

ASSIGNEE:

Rwachsberg Holdings Inc.

By: 

Name:

Title:

SCHEDULE 1

Mark	U.S. Trademark Registration No. OR U.S. Trademark Application Serial No.	Filing Date	Registration Date
POTHEAD INC.	Reg. No. 6,034,608	Aug. 29, 2018	Apr. 14, 2020
POTHEAD	Serial No. 88/503,397	July 8, 2019	N/A

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