

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI98628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canna-Pet LLC		03/11/2024	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Company Name:	Grassland Botanicals, Inc.		
Street Address:	60 29th Street # 220		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94110		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4706460	CANNA-PET	
CORRESPONDENCE DATA			
Fax Number:	5038025351		
<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:	5038025533		
Email:	daisy.moreno@immixlaw.com		
Correspondent Name:	Daisy Moreno		
Address Line 1:	600 NW Naito Pkwy STE G		
Address Line 4:	Portland, OREGON 97209		
ATTORNEY DOCKET NUMBER:	2229		
NAME OF SUBMITTER:	Daisy Moreno Flores		
SIGNATURE:	Daisy Moreno Flores		
DATE SIGNED:	03/15/2024		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of March 11, 2024 (the “**Effective Date**”), by and between MR CEDN LLC, a Washington limited liability company (“**Mr. CEDN**”), Canna-Pet LLC, a Washington limited liability company (“**Canna Pet**”) (each a “**Assignor**” and collectively the “**Assignors**”), Dan Goldfarb (“**Member**” and, together with the Sellers, the “**Assignor Parties**”), and Grassland Botanicals, Inc., a California corporation (“**Assignee**”).

RECITALS

WHEREAS, in connection with that certain Asset Purchase Agreement executed on or about March __, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) by and between Assignor and Assignee, Assignee has agreed to purchase the Purchased Assets, which include the IP Assets (as defined therein); and

WHEREAS, as a condition to the Closing, the parties have agreed to execute and deliver this Agreement setting forth various terms with respect to the Assigned Intellectual Property (as defined below), which assignment shall not be effective until the Effective Date;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor Parties and Assignee, intending to be legally bound, agree as follows:

AGREEMENT

ARTICLE I. DEFINITIONS.

1.1. The following capitalized term, as used in this Agreement, shall have the meaning set forth below:

“**Assigned Copyrights**” means any and all copyrights in and to the materials listed on Exhibit A-1 hereto, together with the goodwill of the business pertaining thereto.

“**Assigned Intellectual Property**” means, collectively, (a) the Assigned Copyrights, (b) the Assigned Trademark, and (c) the goodwill and all other intangible assets currently owned by Assignor associated with the Business or the IP Assets (as both are defined in the Purchase Agreement), including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes.

“**Assigned Trademark**” means (i) the trademark listed on Exhibit A-1 hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill connected with the use thereof and symbolized thereby.

1.2. Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Purchase Agreement.

ARTICLE II. ASSIGNMENT.

2.1. Assignment. The Assignor Parties hereby irrevocably convey, sell, transfer and assign to Assignee all of Assignors’ rights, titles and interests throughout the world in and to (a) the Assigned Intellectual Property, (b) all income and royalties hereafter due or payable to Assignors with respect to the Assigned Intellectual Property, (c) all damages and payments for past or future infringements and misappropriations of the Assigned Intellectual Property, and (d) all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for copyright, patent, trademark and/or service mark registrations within or outside the United States based in whole or in part upon the

Assigned Intellectual Property, and including any priority right that may have arisen from Assignors' use of the Assigned Intellectual Property and/or prior ownership of the registration for such Assigned Intellectual Property).

2.2. Authorization. Assignors authorize and request the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, and any other official throughout the world whose duty is to register and record ownership in copyright applications or copyrights, patent applications or patents, and trademark applications or trademarks, to record Assignee as the assignee and owner of any and all of Assignors' rights in the Assigned Copyrights and Assigned Trademarks.

2.3. Further Assurances. Assignors agree to submit the Application for Transfer of Ownership of the Trademark and to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee pursuant to this Agreement.

2.4. Discretion over Prosecution. Assignee, as the acquiror of Assignors' right, title, and interest in all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, shall have sole discretion over whether to file any claim against a third party for any infringement or unlawful use of the Assigned Intellectual Property, or to defend any action or suit brought concerning any right, title, or interest in the Assigned Intellectual Property.

2.5. Records. In the event that Assignee files a claim against a third party for infringement or unlawful use of the Assigned Intellectual Property and such third party alleges that Assignors granted such third party or its affiliates a valid license or claims other immunity from suit, the Assignor Parties agree to, upon a written request from Assignee that includes a detailed description of the claim and reasonably sufficient documentation relied upon by such third party to support such allegations, unless prohibited by law or contractual obligation, provide Assignee with any and all records, documentation or communications in its possession or reasonably available to the Assignor Parties and relevant to enforcing Assignee's ownership rights in such action or claim.

ARTICLE III. MISCELLANEOUS PROVISIONS.


3.1. Incorporation by Reference. Article VII of the Purchase Agreement is incorporated by reference into this Agreement as if stated herein and shall apply to this Agreement to the same extent as the Purchase Agreement.


3.2. Conflicts. This Agreement is made subject to the Purchase Agreement, to which reference should be made for any matters relevant hereto but not set forth herein. In the event of a conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


(signature page follows)

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.


ASSIGNOR PARTIES

MR CEDN LLC
By:  Dated: 03 / 11 / 2024
Dan Goldfarb, Manager

Canna-Pet LLC
By:  Dated: 03 / 11 / 2024
Dan Goldfarb, Manager

Member
 Dated: 03 / 11 / 2024
Dan Goldfarb

ASSIGNEE

Grassland Botanicals, Inc.
By:  Dated: 03 / 11 / 2024
Daniel Young, CEO

**EXHIBIT A-1. ASSIGNED TRADEMARKS
(UNITED STATES PATENT AND TRADEMARK OFFICE)**

Serial Number 86170093 -- Registration Number 4706460 -- Word Mark CANNA-PET

<https://trademarks.justia.com/861/70/canna-86170093.html>