

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440269

|   |                                |                       |                     |
|---|--------------------------------|-----------------------|---------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |                       |                     |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNS THE ENTIRE INTEREST    |                       |                     |
| <b>SEQUENCE:</b>  | 5                              |                       |                     |
| <b>CONVEYING PARTY DATA</b>   |                                |                       |                     |
| <b>Name</b>   | <b>Formerly</b>                | <b>Execution Date</b> | <b>Entity Type</b>  |
| EDIBLE GARDEN CORP.   |                                | 07/10/2017            | Corporation: NEVADA |
| <b>RECEIVING PARTY DATA</b>   |                                |                       |                     |
| <b>Name:</b>  | JIM KRAS                       |                       |                     |
| <b>Street Address:</b>  | 119 CHERRY HILL RD., SUITE 320 |                       |                     |
| <b>City:</b>  | PARSIPPANY                     |                       |                     |
| <b>State/Country:</b>   | NEW JERSEY                     |                       |                     |
| <b>Postal Code:</b>   | 07054                          |                       |                     |
| <b>Entity Type:</b>   | INDIVIDUAL: UNITED STATES      |                       |                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                |                       |                     |
| <b>Property Type</b>  | <b>Number</b>                  | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>   | 4654317                        | WHOLE PRODUCTS        |                     |
| <b>CORRESPONDENCE DATA</b>  |                                |                       |                     |
| <b>Fax Number:</b>  | 9497609502                     |                       |                     |
| <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> |                                |                       |                     |
| <b>Phone:</b>   | (310) 551-3450                 |                       |                     |
| <b>Email:</b>   | efiling@knobbe.com             |                       |                     |
| <b>Correspondent Name:</b>  | Jonathan A. Hyman              |                       |                     |
| <b>Address Line 1:</b>  | 2040 Main St., 14th Floor      |                       |                     |
| <b>Address Line 4:</b>  | Irvine, CALIFORNIA 92614       |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | Jonathan A. Hyman              |                       |                     |
| <b>SIGNATURE:</b>   | /jhh/                          |                       |                     |
| <b>DATE SIGNED:</b>   | 08/23/2017                     |                       |                     |
| <b>Total Attachments: 3</b>   |                                |                       |                     |
| source=WP-5#page1.tif   |                                |                       |                     |
| source=WP-5#page2.tif   |                                |                       |                     |
| source=WP-5#page3.tif   |                                |                       |                     |

OP \$40.00 4654317

## TRADEMARK & INTELLECTUAL PROPERTY ASSIGNMENT

This Trademark & Intellectual Property Assignment (hereinafter referred to as "Assignment") is effective as of JULY 10, 2017, by and between Edible Garden Corp., a Nevada corporation, having a place of business at 119 Cherry Hill Rd., Suite 320, Parsippany, New Jersey 07054 (hereinafter "ASSIGNOR") and Jim Kras, an individual residing in New Jersey (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using or using through a licensee, or intends to use, and is, to the best of its knowledge and belief, the owner of the trademarks set forth in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks.

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registration relating to the Trademarks set forth in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registration");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks and Registration worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees or predecessors in interest world-wide which include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registration, worldwide and any other registered or unregistered Trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks, together with the goodwill, which is ongoing and existing, symbolized by said Trademarks; and

WHEREAS, ASSIGNEE is a successor to the portion of ASSIGNOR's business relating to the Trademarks, and such portion of ASSIGNOR's business is ongoing and existing.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which ASSIGNOR acknowledges, ASSIGNOR and ASSIGNEE agree as follows:

1. Assignment. ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Registration set forth in Schedule B; and
- (4) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;

together with the goodwill, which is ongoing and existing, symbolized by said Trademarks, Registration, and other registered or unregistered trademarks or service marks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees or predecessors in interest concurrent with the transfer of certain tangible assets as indicia of said goodwill. The assignment includes the portion of ASSIGNOR's business to which such marks pertain, and such portion of ASSIGNOR's business is ongoing and existing.

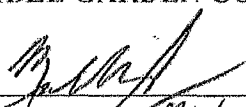
2. **Attorney In Fact.** ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to trademarks and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights and causes of action more effectively in ASSIGNEE. ASSIGNOR understands and agrees that no additional payments, royalties, accounting, attribution, credit, or any other kind of material or monetary remuneration will ever be paid, or is expected or required from ASSIGNEE in relation to the rights assigned herein.

3. **Governing Law.** This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California.


4. **Counterparts.** This Assignment may be executed and delivered (including by facsimile or other similar electronic transmission) in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it effective as of the day and year first above written.

ASSIGNOR  
EDIBLE GARDEN CORP.

By:   
Name: Michael C. James  
Title: Chief Financial Officer  
Date: 6-27-2017

ASSIGNEE  
JIM KRAS

By:   
Name: JIM KRAS  
Title: Owner  
Date: JULY 10, 2017

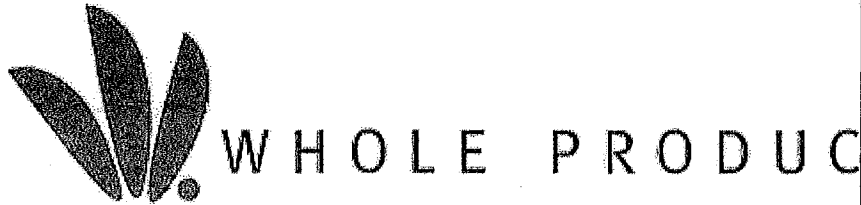
SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A – Trademarks

WHOLE PRODUCTS



SCHEDULE B - Federal Trademark Applications and Registrations/International Filings

| Registered Trademarks  | Serial No. | Registration No. |
|--|------------|------------------|
|  The logo is identical to the one in Schedule A, showing three stylized leaves and the text "WHOLE PRODUC". The text is partially cut off at the end of the row.<br>86188158 | 86188158   | 4654317          |