

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PBI Group, Inc.		10/09/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Hempz Technologies, LLC		
Street Address:	600 Montgomery Street		
Internal Address:	Suite 2900		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87902671		
Registration Number:	4330681	HEMPZ MAKE OUT	
Registration Number:	4327088	HEMPZ MAKE OUT IRRESISTABLE ULTRA MOISTU	
Serial Number:	87902515	HEMPZ PETZ	
Registration Number:	3806557	PBIGROUP	
Registration Number:	4422744	THE SECRET IS IN THE SEED	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	SGGP-239-005		
NAME OF SUBMITTER:	Nicole Mollica		

CH \$165.00 87902671

SIGNATURE:	/nicole mollica/
DATE SIGNED:	10/10/2019
Total Attachments: 4 source=PBI Group Inc to Hempz Tech Assignment1#page1.tif source=PBI Group Inc to Hempz Tech Assignment1#page2.tif source=PBI Group Inc to Hempz Tech Assignment1#page3.tif source=PBI Group Inc to Hempz Tech Assignment1#page4.tif	

TRADEMARK ASSIGNMENT

This Assignment from PBI Group, Inc., a corporation organized and existing under the laws of Texas, located at Suite 1200, 15770 North Dallas Parkway, Dallas, Texas 75248 (“Assignor”), to Hempz Technologies, LLC, a limited liability company organized and existing under the laws of Delaware, located at 600 Montgomery Street, Suite 2900, San Francisco, CA 94111 (“Assignee”), is effective as of October 9, 2019 (the “Effective Date”).

WHEREAS, pursuant to the terms of that certain Asset Contribution & Distribution Agreement, dated as of July 10, 2019 (the “Asset Contribution Agreement”), Assignor agreed to contribute, transfer, assign, convey and deliver to the Assignee all of Assignor’s right, title and interest in and to certain Acquired Assets as set forth in Schedule A (the “Assigned Trademarks”);

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

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of Assignor’s rights, title and interest for all jurisdictions throughout the world, including all countries and political entities, in and to:
 - (a) the Assigned Trademarks, together with the business or that portion of the business to which the Assigned Trademarks pertain, including all common law rights;
 - (b) any and all goodwill of the business associated with, but not limited to, the Assigned Trademarks;
 - (c) any and all registrations and application which correspond to the Assigned Trademarks, including, without limitation, the right to file additional trademark applications and to all resulting registrations, free and clear of all encumbrances;
 - (d) any and all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and
 - (e) any and all income, royalties or payments due, accrued or payable as of the date of the Asset Contribution Agreement or thereafter, rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. The Assignee hereby requests and the Assignor hereby grants to the Assignee and its legal representatives all rights necessary to record this Assignment or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world.

3. Assignor agrees that upon reasonable request from Assignee, Assignor will, without charge to Assignor and at Assignee's sole expense, provide whatever documentation Assignor may have relating to or supporting Assignor's usage of the Assigned Trademarks and to sign such documents, take such oaths and do such lawful acts as may be reasonably necessary for vesting title to the Assigned Trademarks in Assignee.

4. As of the Effective Date of this Assignment, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to all costs and fees that may accrue for the preparing and recording of assignments or obtaining and maintaining any trademark registrations for the Assigned Trademarks.

5. This Assignment will be binding upon the Assignor, and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

6. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Asset Contribution Agreement or the Purchase Agreement (as defined in the Asset Contribution Agreement). To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Asset Contribution Agreement, the Asset Contribution Agreement shall control and govern.

7. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

8. This Assignment may be executed in any number of counter parts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Signature pages to follow.

WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers.

ASSIGNOR:

PBI GROUP, INC.

By: Richard Hough

Name: Richard Hough

Title: President

ASSIGNEE:



HEMPZ TECHNOLOGIES, LLC

By: Richard Hough

Name: Richard Hough

Title: President & Chief Executive Officer

Schedule A

Trademark	Serial No.	Registration No.	Filing Date	Registration Date	Status	Jurisdiction
	87902671		1-May-18		Pending	US
HEMPZ MAKE OUT	85605027	4330681	23-Apr-12	7-May-13	Registered	US
 HEMPZ MAKE OUT IRRESISTABLE ULTRA MOISTURIZING HERBAL LIP BALM ENRICHED WITH NATURAL HEMP SEED OIL	85605095	4327088	23-Apr-12	30-Apr-13	Registered	US
HEMPZ PETZ	87902515		1-May-18		Pending	US
PBIGROUP	WIPO (1037304)	WIPO (1037304)	22-Apr-10	28-Apr-11	Registered	WIPO (EU)
PBIGROUP	WIPO (1037304)	WIPO (1037304)	22-Apr-10	7-Oct-10	Registered	WIPO (UK)
PBIGroup	77859610	3806557	28-Oct-09	22-Jun-10	Registered	US
THE SECRET IS IN THE SEED	85656366	4422744	20-Jun-12	22-Oct-13	Registered	US
THE SECRET IS IN THE SEED	1966824		4-Jun-19		Formalized	CA
THE SECRET IS IN THE SEED	16255747	16255747	16-Jan-17	12-May-17	Registered	EU
THE SECRET IS IN THE SEED	3206879	UK00003206879	16-Jan-17	7-Apr-17	Registered	UK