

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canopy Crop Management LLC		12/22/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GGen Distribution Corp.		
Street Address:	930 W Ave, Suite A		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80204		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5125788	POWER SI	
Registration Number:	5823781	ROSIEN INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	01/04/2021		
Total Attachments: 6			
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ASSIGNMENT OF INTANGIBLE ASSETS AND INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTANGIBLE ASSETS AND INTELLECTUAL PROPERTY (the "Assignment"), dated as of December 22, 2020 (the "Effective Date"), is by and among Canopy Crop Management, LLC, a California limited liability company ("Canopy"), Rex Gill ("Gill" and together with Canopy, the "Assignors"), and GGen Distribution Corp., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of December 22, 2020, pursuant to which Assignors have conveyed, transferred and assigned to Assignee, among other assets, certain Intangible Assets and Intellectual Property (as those terms are defined in the Purchase Agreement) of Assignors, and have agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby irrevocably sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all of Assignors' right, title and interest in and to the Intangible Assets and Intellectual Property, including without limitation, if any, the following (collectively, the "Assigned IP"):

a. the trademarks, trade names, fictitious names, trade dress, logos, brand names, and other indicia of source used by Seller in operation of the Business (as such term is defined in the Purchase Agreement) whether registered, unregistered or arising by an applicable law of any jurisdiction throughout the world, set forth on Schedule A and all registrations and applications for registration of such trademarks, and all issuances, extensions and renewals thereof together with all common law rights associated with the trademarks and the goodwill of the business connected with the use of, and symbolized by the trademarks;

b. the patents and patent applications set forth on Schedule A and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

c. the copyrights set forth on Schedule A, any registrations and applications for registration and all issuances, extensions, and renewals thereof;

d. the domain name registrations ("Domain Names") set forth on Schedule A, together with all account information related thereto and all goodwill of the business connected with or symbolized by the Domain Names, in all countries of the world including the United States of America, its territories and possessions;

e. the social media accounts (“Social Media”) set forth on Schedule A, together with all passwords related thereto and the goodwill of the business connected with or symbolized by the Social Media;

f. all software set forth on Schedule A;

g. all rights of any kind whatsoever of the Assignors accruing under the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

h. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned IP; and

i. any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on and/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. Further Assurances. The Assignors will, promptly upon Assignee’s request and for no additional consideration, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumption of liabilities and obligations set forth herein. Without limiting the foregoing, the Assignors agree to, on the Effective Date or, if not practicable to do so on the Effective Date, as soon thereafter as practicable (i) take any actions necessary, including the execution, acknowledgement and delivery of any necessary Domain Names transfer documents reasonably requested by Assignee, to change the administrative contact and the technical contact for the Domain Names included in the Assigned IP to that of Assignee (or its designee), and otherwise effect the conveyance and assignment of the Domain Names to Assignee; and (ii) take any actions necessary to provide access to and transfer of ownership of the Social Media to Assignee.

3. Terms of the Purchase Agreement. The parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned IP. The provisions contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

6. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile or other means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of Intangible Assets and Intellectual Property as of the Effective Date.

ASSIGNORS:

CANOPY CROP MANAGEMENT LLC

By: _____

Name:

Title:

Rex Gill

ASSIGNEE:

GGEN DISTRIBUTION CORP.

By: _____

DocuSigned by:

Darren Lampert

Name: Darren Lampert

Title: CEO

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of Intangible Assets and Intellectual Property as of the Effective Date.

ASSIGNORS:

CANOPY CROP MANAGEMENT LLC

By:  _____

Name: Rex Gill

Title: MARKETING MEMBER

 _____

Rex Gill

ASSIGNEE:

GGEN DISTRIBUTION CORP.

By: _____

Name: Darren Lampert

Title: CEO

Schedule A

POWER SI® trademark

ROSIN INDUSTRIES® trademark

<https://canopy-crop.com/> (registered in the name of Rex Gill)

<https://powertotheplants.com> (registered in the name of Rex Gill)

Instagram account – info@canopy-crop.com

Facebook account – info@canopy-crop.com

All copyrights associated with the packaging and labeling of any products sold under the trademarks listed above.

All copyrights associated with the content provided at the websites and social media accounts listed above.