

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618165

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
HPI Distribution Corp.		12/18/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Canopy Crop Management LLC		
Street Address:	28883 Pujol St., #1204		
City:	Temecula		
State/Country:	CALIFORNIA		
Postal Code:	92590		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5125788	POWER SI	
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: 4			
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OP \$40.00 5125788

EXHIBIT A

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”), dated as of December 18, 2019 (the “Effective Date”) is by and among HPI Distribution Corp., a California corporation with offices at 3803 Wacker Drive, Mira Loma, California 91752 (“HPI”), Brandon Burkhart, an individual and sole shareholder of HPI (“BB” and together with HPI, the “Assignors”), and Canopy Crop Management LLC, a California limited liability company with offices at 28883 Pujol St #1204, Temecula, CA 92590 (“Assignee”).

WITNESSETH:

WHEREAS, BB is the owner of all right, title and interest in and to U.S. federal trademark registration No. 5823781 for the mark ROSIN INDUSTRIES (the “Rosin Mark”); and

WHEREAS, HPI is the owner of all right, title and interest in and to U.S. federal trademark registration No. 5125788 for the mark POWER SI (the “Power Mark” and together with the Rosin Mark, the “Assigned Trademarks”);

WHEREAS, pursuant to that certain Asset Purchase Agreement among the Assignors and the Assignee (the “APA”), the Assignors desire to assign all of their right, title and interest in and to the Assigned Trademarks to Assignee and Assignee desires to accept such assignment and to assume all liabilities and obligations of Assignors associated with the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the consideration provided under the APA, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby assign and transfer unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Assigned Trademarks, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, the right to sue for past and future infringement, and the right to the goodwill of the business symbolized thereby.

2. Further Assurances. Each party shall, upon the other party’s request, 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 assumptions of liabilities and obligations set forth herein.

3. Binding Provisions. This Assignment is binding upon, and inures to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns.

4. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the internal law, not the law of conflicts, of the State of California.

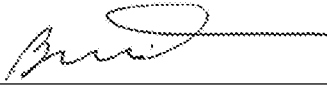
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

Canopy Crop Management LLC

HPI Distribution Corp

By: _____

By:  _____

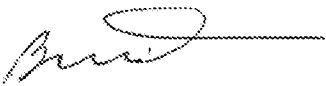
Name:

Name: Brandon Burkhart

Title:

Title: CEO

Brandon Burkhart

By:  _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the Effective Date.

Canopy Crop Management LLC

HPI Distribution Corp

By:  _____

By: _____

Name: ROX GILL

Name:

Title: MANAGING MEMBER

Title:

Brandon Burkhart

By: _____