

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM629549

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900590838		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KCCB LLC		03/01/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Iron Summit Distribution, Inc.		
<b>Street Address:</b>	3425 UNIVERSITY AVE STE 1 #538		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92126		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5763721	KANEH CO	
<b>Registration Number:</b>	5763720	KANEH CO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6198810045		
<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>	6199249600		
<b>Email:</b>	richard@austinlegalgroup.com		
<b>Correspondent Name:</b>	Richard Andrews		
<b>Address Line 1:</b>	3990 Old Town Ave., Ste. A-101		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92110		
<b>NAME OF SUBMITTER:</b>	Richard L. Andrews, Jr.		
<b>SIGNATURE:</b>	/richard l. andrews jr/		
<b>DATE SIGNED:</b>	03/03/2021		
<b>Total Attachments: 14</b>			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), effective as of March 1, 2020 (the "Effective Date"), is entered into by and between Iron Summit Distribution, Inc., a California corporation ("Buyer"), and KCCB, LLC, a California limited liability company ("Seller").

[REDACTED]

WHEREAS, Seller agrees to sell, transfer, assign and set over to Buyer, and Buyer agrees to purchase, the Purchased Assets (as defined below) relating to Seller's Business upon the terms and conditions set forth in this Agreement;

WHEREAS, Seller is the owner of certain trademarks, trade dress, service marks relating to the "Kaneh Co" [REDACTED] brands; and

WHEREAS, by this Agreement Seller is only selling and Buyer is only purchasing the assets of and pertaining to the "Kaneh Co." brand ("Kaneh Co Assets") and all assets related to the "Drift" brand are expressly excluded.

NOW, THEREFORE, in consideration of the Seller's and Buyer's respective covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto intending to be legally bound hereby expressly agree as follows:

1. Purchase and Sale of Assets.

1.1 Sale and Purchase. Subject to the terms and conditions set forth herein, at the Closing (as defined below), Seller shall sell, transfer, convey, assign, set over and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of Seller's rights, title and interests of every type and nature and wherever situated (whether personal, tangible, intangible, accrued, contingent or otherwise), in and to the following assets, properties and rights (collectively, the "Purchased Assets"): [REDACTED]

[REDACTED]

[REDACTED]

(c) all of the Seller's trademarks, trade dress, service marks, and trade names of or relating to "Kaneh Co" brand as well as certain techniques, know-how and methods for manufacturing cannabis products;

[REDACTED]

[REDACTED]

Initials: W H

[REDACTED]

[REDACTED]

(g) all Intellectual Property relating to the "Kaneh Co" brand, with "Intellectual Property" meaning intellectual property rights in any jurisdiction throughout the world, which includes, without limitation, (i) registered and applied for patents, trademarks, copyrights, and other intellectual property applied for and registered before a governmental authority; (ii) domain names, web addresses, web pages, websites, and related content; and (iii) all other intellectual property or proprietary rights including, without limitation, inventions, works of authorship, trademarks, tradenames, trade dress, service marks, trade secrets, know-how, standard operating procedures, confidential information, formulas, recipes, designs, technology, research and development, methods, processes, compositions, mask works, moral rights, and all similar intellectual property rights of every type that may exist now or in the future in any jurisdiction, whether registered or not, including, without limitation, all goodwill associated with the foregoing and all rights to recover for past, present, and future infringement associated therewith, specifically including but not limited to all Intellectual Property relating to the "Kaneh Co." brand and products.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.6 Closing Date and Deliveries. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneously with the execution of this Agreement by both parties (the "Closing Date") [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Initials: VA

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[REDACTED]

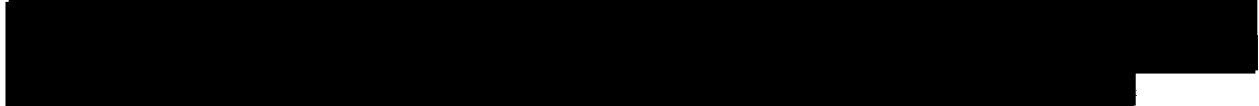
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



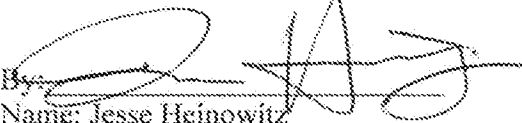
IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have caused this Agreement to be executed as of the Effective Date.

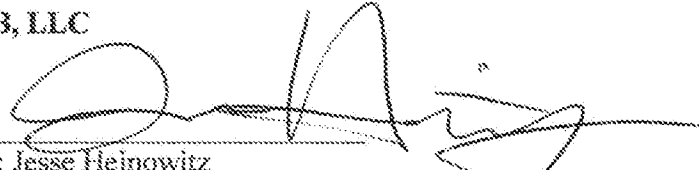
**BUYER:**

**SELLER:**

**Iron Summit Distribution, Inc.**

**KCCB, LLC**

By:   
Name: Jesse Heinowitz  
Title: CEO

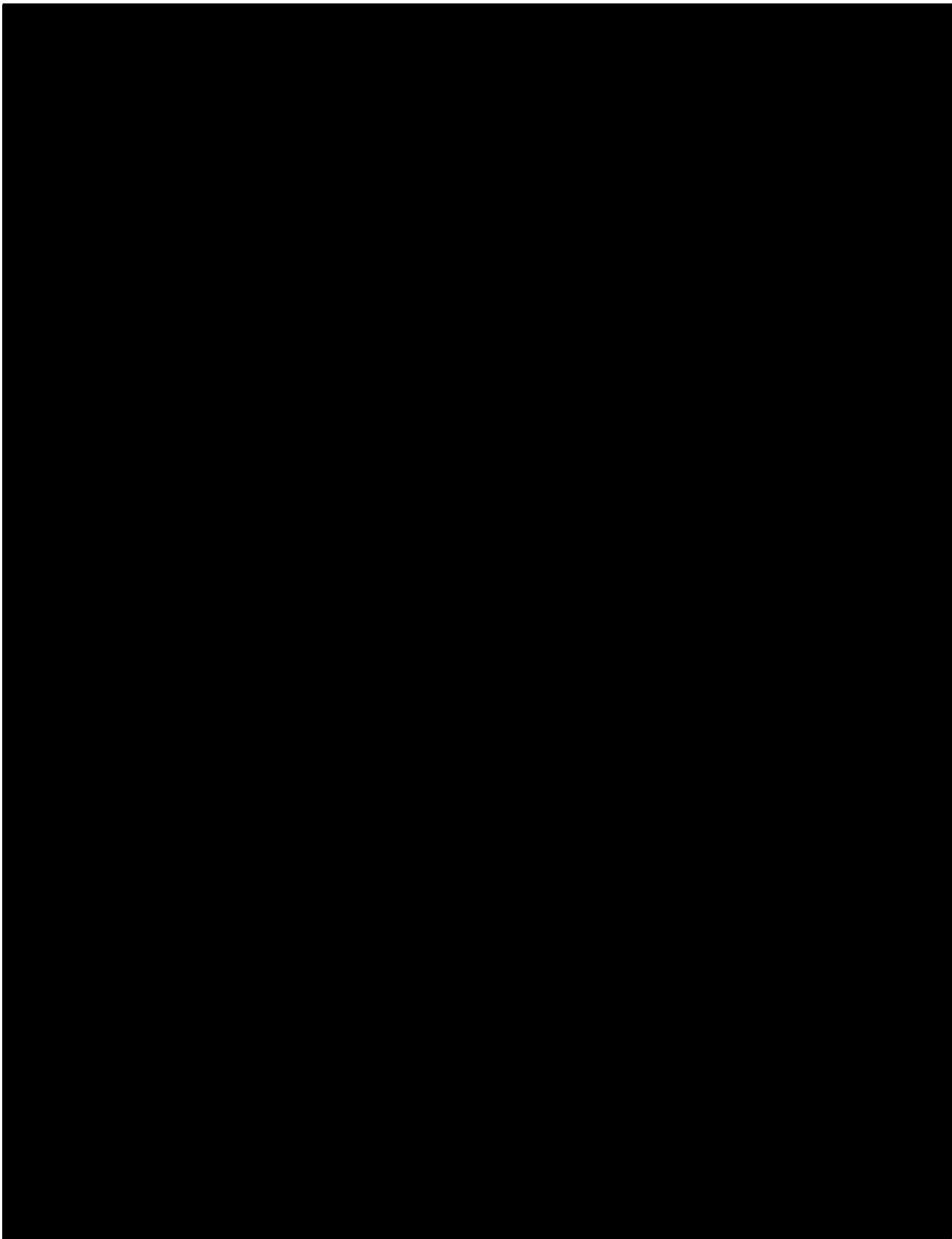
By:   
Name: Jesse Heinowitz  
Title: Manager

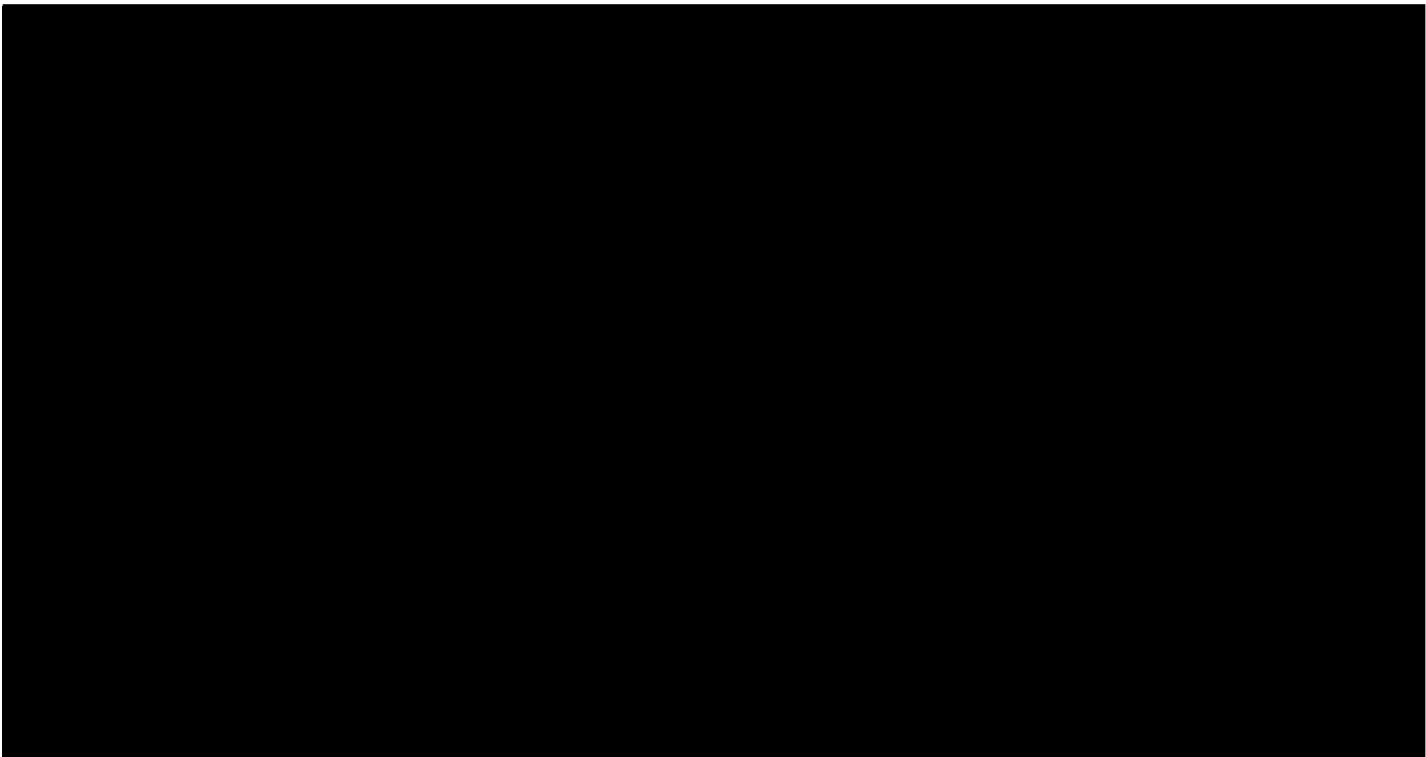


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Initials: JH

**TRADEMARK**  
**REEL: 007230 FRAME: 0519**

