

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yerba Oregon, LLC DBA Yerba Buena		11/25/2019	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	STEM Holdings IP, Inc.		
Street Address:	2201 NW Corporate Blvd. Suite 205		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87211418	YERBA BUENA	
Registration Number:	5371812	YERBA BUENA	
CORRESPONDENCE DATA			
Fax Number:	7133646978		
<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:	7133644796		
Email:	leela@madan-law.com		
Correspondent Name:	Leela Madan		
Address Line 1:	2016 BISSONNET ST		
Address Line 4:	HOUSTON, TEXAS 77005		
NAME OF SUBMITTER:	Leela Madan, Attorney of Record		
SIGNATURE:	/LM/		
DATE SIGNED:	11/25/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as the "Assignment") is made and entered into on 11/25/2019 (the "Effective Date") by and between the following parties:

Yerba Oregon, LLC DBA Yerba Buena
an Oregon Limited Liability Company
2201 NW Corporate Blvd. Suite 205
Boca Raton, FLORIDA 33431
(formerly at 30300 SW Laurel Road, Hillsboro, OR 97123)

and

STEM HOLDINGS IP, INC.
a Nevada Corporation
2201 NW Corporate Blvd. Suite 205
Boca Raton, FLORIDA 33431

WHEREAS, the Assignor is the sole and rightful owner of **YERBA BUENA** (word mark), a trademark registered with the United States Patent and Trademark Office (USPTO), Registration Number 5,371,812, Registration date January 2, 2018; and

WHEREAS, the Assignor is the sole and rightful owner of **YERBA BUENA** (word mark), a trademark application filed with the United States Patent and Trademark Office (USPTO), Application Serial Number 87211418, Application filing date October 21, 2016; and

WHEREAS, the Assignor is the sole and rightful owner of **YERBA BUENA** (word mark), a trademark registered with the state of Oregon, United States, Registration Number 46,076, Registration date October 10, 2016; and

WHEREAS, the Assignee desires to purchase or acquire the entire rights, title, and interest in and to the Trademarks in perpetuity; and

WHEREAS, the Assignor and Assignee are duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT

The Assignor does hereby irrevocably sell, assign, transfer and set over all of its right, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the USPTO and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications for the Trademark to the Assignee as recipient of Assignor's entire right, title, and interest therein.

The Assignor further agrees to, upon the request and at the expense of the Assignee: (a) cooperate with the Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge, and deliver all such further papers, including registration applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants the following:

- (a) Assignor has the right, power and authority to enter into this Assignment;
- (b) Assignor is the exclusive and legal owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademark has not been previously pledged, assigned, or encumbered and is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Assignment is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

3. GOVERNING LAW

This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Florida.

4. ENTIRE AGREEMENT

This Assignment constitutes the sole agreement of the parties and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

5. SEVERABILITY

If one or more term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the remainder of this

ASSIGNOR ACKNOWLEDGEMENT

State of FLORIDA)
County of Palm Beach)

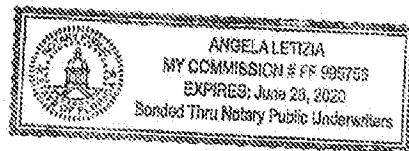
On 11/25/19 before me the undersigned Notary Public, personally appeared Adam Bertic on behalf of Yerba Oregon, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela Letizia (Notary Seal)
Notary Public Angela Letizia

6/28/2020
My commission expires



ASSIGNEE ACKNOWLEDGEMENT

State of FLORIDA)
County of Palm Beach)

On 11/25/2019 before me the undersigned Notary Public, personally appeared Adam Berk on behalf of STEM Holdings IP, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Angela Letizia (Notary Seal)
Notary Public Angela Letizia

6/28/2020
My commission expires

