

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
lasis Investment, LLC		09/25/2020	Limited Liability Company:
Kin Mun Chew		09/25/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	CALIFORNIA POPPY PROJECTS, INC.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5730714	CIRCADIAN OPTICS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ekta@thras.io		
Correspondent Name:	Ekta Patel		
Address Line 1:	85 West Street		
Address Line 4:	Walpole, MASSACHUSETTS 02081		
NAME OF SUBMITTER:	Kiela Abarr		
SIGNATURE:	/Kiela Abarr/		
DATE SIGNED:	10/07/2020		
Total Attachments: 7			
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OP \$40.00 5730714

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of September 25, 2020 (the “**Effective Date**”), is entered by and among IASIS INVESTMENT, LLC, a Minnesota limited liability company (the “**Company**”), KIN MUN CHEW, an individual (“**Principal**” and together with the Company, the “**Assignors**” and each a “**Assignor**”) and CALIFORNIA POPPY PROJECTS, INC., a Delaware corporation (“**Assignee**”) pursuant to that certain asset purchase agreement, dated September 25, 2020, by and among Assignee and, Assignor (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together Buyer and the Sellers shall be referred to herein as the “**Parties**” or each, a “**Party**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor’s right, title, and interest in and to the following (collectively, the “**Intellectual Property Assets**”):

a. the copyright applications and copyright registrations set forth in Exhibit A attached hereto (collectively, the “**Copyrights**”);

b. the patents and patent applications set forth in Exhibit B attached hereto including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

c. the trademarks, trademark applications and trademark registrations set forth on Exhibit C attached hereto, along with the goodwill of the business of Assignor connected with and symbolized by such trademarks (collectively, the “**Trademarks**”);

d. the internal domain names set forth on Exhibit D attached hereto (collectively, the “Domain Names”);

e. the social media accounts set forth on Exhibit E attached hereto (collectively, the “**Social Media Accounts**”);

f. all claims for damages by way of past, present and future infringements of

any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

g. all license fees and royalties arising from use of the Copyrights, Patents, Trademarks, Domain Names or Social Media Accounts to the extent permitted by such rights

h. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Domain Names, or Social Media Accounts; and

i. all proceeds of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

4. Entire Agreement - This Agreement, the Exhibits hereto, the Purchase Agreement and the other documents and agreements contemplated thereby, including without limitation Seller Affidavit contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby, and supersede all prior agreements, written or oral, with respect thereto.

5. Amendment and Assignment. This Agreement may not be amended or altered except by a written instrument executed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns

6. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement or the relationship of the Parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of

Delaware. Each Party agrees that any claim, controversy or dispute arising under or related to this Agreement shall be subject to and resolved in accordance with Section 8.14 and 8.15 of the Purchase Agreement.

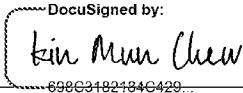
8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

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IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

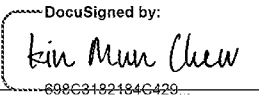
ASSIGNORS:

IASIS INVESTMENT, LLC

By: 
698C3182184G429...

Name: Kin Mun Chew

Title: Sole Member


698C3182184G429...

KIN MUN CHEW

ASSIGNEE:

CALIFORNIA POPPY PROJECTS, INC.

By: 
052A4472D0274E3...

Name: Michael Fahey

Title: Secretary

EXHIBIT A
Unregistered Copyrights and Media



EXHIBIT B
Patents

Patents					
Status	Country/ Region	Application Number	Patent Number	Type (Design or Utility)	Patent Issue Date
████	████	████	████	████	████
████	████	████	████	████	████
████	████	████	████	████	████

EXHIBIT C
Trademarks

Registered Trademarks

Registered Trademarks						
Country	Serial Number	Registration Number (Serial # for pending applications)	Registration Date	Mark	Status	Next Step Date

USA	87413027	5730714	April 23, 2019	CIRCADIAN OPTICS	Registered	April 23, 2024
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Unregistered Trademarks





















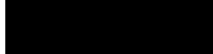




Mark	Type	Application Number (if any)	First Use Date	First Use in Commerce
				
				
				
				
				

EXHIBIT D
Domain Names

- [REDACTED]
- [REDACTED]

EXHIBIT E
Social Media Accounts

- [REDACTED]
- [REDACTED]
- [REDACTED]