

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5568999

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IMBUE LLC	04/17/2019
RECEIVING PARTY DATA	
Name:	BLACKLIST HOLDINGS INC
Street Address:	1142 BROADWAY, 3D FL
City:	TACOMA
State/Country:	WASHINGTON
Postal Code:	98402
Name:	IONIC BRANDS CORP
Street Address:	1142 BROADWAY, 3D FL
City:	TACOMA
State/Country:	WASHINGTON
Postal Code:	98402
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9565865
Application Number:	15837626
Application Number:	15397895
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>	
Phone:	4128776884
Email:	scott.manson@ionicbrands.com
Correspondent Name:	SCOTT MANSON
Address Line 1:	1142 BROADWAY
Address Line 4:	TACOMA, WASHINGTON 98402
NAME OF SUBMITTER:	SCOTT M. MANSON
SIGNATURE:	/Scott M. Manson/
DATE SIGNED:	06/12/2019

	This document serves as an Oath/Declaration (37 CFR 1.63).
--	--

Total Attachments: 2

source=CannaCafe Imbue Patent Amendment Executed#page1.tif

source=CannaCafe Imbue Patent Amendment Executed#page2.tif

AMENDMENT TO PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT made as of the 17 day of April, 2019.

BETWEEN:

BLACKLIST HOLDINGS, INC.

("Blacklist")

– and –

IONIC BRANDS CORP.

("IONIC")

– and –

IMBUE LLC

("IMBUE")

- A. Blacklist has entered into a patent assignment agreement made as of April 18, 2018 with IMBUE, as amended on September 17, 2018 (the "**Patent Agreement**") for the assignment of all right, title, interest in U.S. Patent No. 9565865 entitled "Method for Making Coffee Products Containing Cannabis Ingredients", issued on February 14, 2017, along with related patents or applications worldwide, presently including without limitation U.S. Application Nos. 15397895 filed on January 4, 2017 and 15837626 filed on December 11, 2017 (the "**Patent**").
- B. Blacklist and IMBUE wishes to make certain amendments to the Patent Agreement, which includes having IONIC be a party to the Patent Agreement for the sole purposes of section 3.1 of the Patent Agreement, as amended by this Agreement;

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

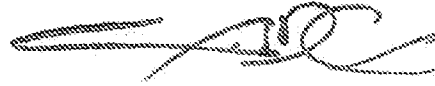
1. All defined terms used in this Agreement shall, unless explicitly defined herein, have the same meaning as in the Patent Agreement.
2. Section 3.1 shall be deleted in its entirety and be replaced as follows:

"Upon completion of the transfer of the Patent to BLACKLIST, IONIC shall pay IMBUE \$350,000 (three hundred fifty thousand dollars). IONIC also shall issue to IMBUE 1,154,746 (one million one hundred fifty four thousand, seven hundred forty six) common shares of IONIC at a deemed price of \$0.75 per share for a total value of \$650,000 (six hundred fifty thousands)."
3. IONIC agrees to issue 1,154,746 common shares in the capital of IONIC to IMBUE at a deemed price of \$0.75 per share upon completion of the transfer of the Patent to Blacklist.
4. Time shall be of the essence of this Agreement and of each of its provisions.
5. The Patent Agreement remains in full force and effect on its terms, as amended by this Agreement.
6. This Agreement may be executed in several counterparts and by facsimile transmission of an originally executed document, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement.

BLACKLIST HOLDINGS, INC.

By: _____



Name: John Gorst

Title: President

I/We have authority to bind the Corporation.

For the sole purposes of Section 3,

IONIC BRANDS CORP.

By: _____



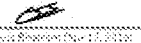
Name: John Gorst

Title: Chief Executive Officer

I/We have authority to bind the Corporation.

IMBUE LLC

By: _____



Name: Christopher Bhairam

Title: Member

I/We have authority to bind the Corporation.