

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6338773

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE JUICYBEAR PTY LTD.	09/25/2020
LUCY SHERMAN	09/25/2020
SARAH WALKER	09/25/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	COMET CREATIONS, INC.
<b>Street Address:</b>	85 WEST STREET
<b>City:</b>	WALPOLE
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02081
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29703390
<b>Application Number:</b>	29734998
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	ekta@thras.io
<b>Correspondent Name:</b>	EKTA PATEL
<b>Address Line 1:</b>	85 WEST STREET
<b>Address Line 4:</b>	WALPOLE, MASSACHUSETTS 02081
<b>NAME OF SUBMITTER:</b>	KIELA ABARR
<b>SIGNATURE:</b>	/Kiela Abarr/
<b>DATE SIGNED:</b>	10/07/2020
<b>Total Attachments: 7</b>	
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source=Circadian Optics Intellectual Property Assignment Agreement_Redacted for Patent Filing#page2.tif	
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## **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.

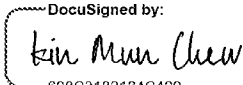
8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is 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.

*[remainder of page left intentionally blank]*

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

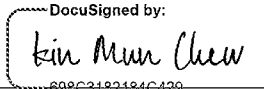
**ASSIGNORS:**

**IASIS INVESTMENT, LLC**

By:  DocuSigned by:  
698C3182184G429...

Name: Kin Mun Chew

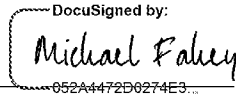
Title: Sole Member

 DocuSigned by:  
698C3182184G429...

**KIN MUN CHEW**

**ASSIGNEE:**

**CALIFORNIA POPPY PROJECTS, INC.**

By:  DocuSigned by:  
052A4472D0274E3...



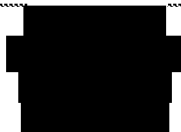



Name: Michael Fahey

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
Issued	USA	29/628,020	US D866,055 S	Design	11/5/2019
Issued	USA	29/619,389	US D857,220 S	Design	8/20/2019
Issued	USA	29/619,249	US D857,219 S	Design	8/20/2019

**EXHIBIT C****Trademarks****Registered Trademarks**

Registered Trademarks						
						


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]