

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6341320

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KERI REEL	10/07/2020
RECEIVING PARTY DATA	
Name:	CHARLOTTE'S WEB, INC.
Street Address:	1600 PEARL STREET
Internal Address:	SUITE 300
City:	BOULDER
State/Country:	COLORADO
Postal Code:	80302
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	62978399
Application Number:	63036197
Application Number:	16895569
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	(202) 842-7800
Email:	zippatentdocketingmailboxus@cooley.com
Correspondent Name:	COOLEY LLP, ATTN: PATENT GROUP
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	CWHO-012/01US 331066-2039
NAME OF SUBMITTER:	BETHANY REID ROAHRIG
SIGNATURE:	/Bethany R. Roahrig/
DATE SIGNED:	10/08/2020
Total Attachments: 6	
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Attorney Docket No. CWHO-012/01US 331066-2039

ASSIGNMENT

Keri REEL, having a mailing address of c/o Charlotte's Web, Inc., 1600 Pearl St., Suite 300, Boulder, CO 80302, (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent, entitled **HEMP PLANT NAMED 'KIRSCH'**, and which is a:

- (1) ☒ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. **62/978,399**, and filed on **February 19, 2020**;
- (2) ☒ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. **63/036,197**, and filed on **June 8, 2020**;
and/or
- (3) ☒ nonprovisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. **16/895,569**, and filed on **June 8, 2020**;
and/or
- (4) ☐ attached hereto.

WHEREAS, Charlotte's Web, Inc., a corporation having its principal place of business at 1600 Pearl St., Suite 300, Boulder, CO 80302, its successors, legal representatives, and assigns (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the

Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings

for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, Inter partes reviews, supplemental examinations, etc.), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

The Assignor and Assignee understand that electronic signatures are acceptable and that, by signing electronically, signatories agree to the use of electronic signatures.

Date: October 7, 2020

By: Keri Reel

Keri Reel

For and on behalf of ASSIGNEE:

Date: October 7, 2020

By: Nathan Gerhardt

Name: Nathan Gerhardt

Title: Vice President of Legal

Company: Charlotte's Web, Inc.

Certificate Of Completion

Envelope Id: 140D589FC01C407BAE23B2A6B427E9C3	Status: Completed
Subject: Please DocuSign: CWHO-011-01US_Declaration_For Signature.pdf, CWHO-011-01US_Assignment_For Sign...	
Client Number: 331066	
Matter Number: 2039	
Source Envelope:	
Document Pages: 12	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Lucille Bonilla
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	101 California Street
	San Francisco, CA 94111
	lbonilla@cooley.com
	IP Address: 100.12.197.196

Record Tracking

Status: Original	Holder: Lucille Bonilla	Location: DocuSign
10/6/2020 9:06:51 AM	lbonilla@cooley.com	

Signer Events

Keri Reel
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Security Level: Email, Account Authentication
(None)

Signature

Keri Reel

Signature Adoption: Pre-selected Style
Using IP Address: 96.66.72.93

Timestamp

Sent: 10/6/2020 9:12:14 AM
Viewed: 10/7/2020 12:43:26 PM
Signed: 10/7/2020 12:44:39 PM

Electronic Record and Signature Disclosure:

Accepted: 10/7/2020 12:43:26 PM
ID: 2f548c3c-24ba-4980-9800-350871569a96

Nathan Gerhardt
nathan.gerhardt@charlottesweb.com
Security Level: Email, Account Authentication
(None)

Nathan Gerhardt

Signature Adoption: Pre-selected Style
Using IP Address: 73.229.73.243

Sent: 10/6/2020 9:12:15 AM
Viewed: 10/7/2020 11:42:59 AM
Signed: 10/7/2020 11:43:16 AM

Electronic Record and Signature Disclosure:

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ID: 14b00299-571d-4b7c-ab6c-75eb48853b29

In Person Signer Events

Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

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Bethany Roahrig
broahrig@cooley.com
Security Level: Email, Account Authentication
(None)

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Carbon Copy Events	Status	Timestamp
Lucille Bonilla lbonilla@cooley.com US Filing Specialist Cooley LLP Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/6/2020 9:12:15 AM Viewed: 10/7/2020 11:43:49 AM
Marcelo Pomeranz mpomeranz@cooley.com Associate Cooley LLP Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/6/2020 9:12:15 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2020 9:12:15 AM
Certified Delivered	Security Checked	10/7/2020 12:43:26 PM
Signing Complete	Security Checked	10/7/2020 12:44:39 PM
Completed	Security Checked	10/7/2020 12:44:39 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		