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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91252169
Party	Plaintiff Gage Specialties LLC
Correspondence Address	MICHAEL FONG GAGE SPECIALTIES LLC 3541 EAGLESON RD GLADWIN, MI 48624 UNITED STATES Primary Email: michael@gagegreengroup.com Secondary Email(s): jeff@gagegreengroup.com 510-730-9554
Submission	Motion to Amend Pleading/Amended Pleading
Filer's Name	Michael Fong
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Date	05/18/2021
Attachments	2021.05.18-Motion to Amend Final.pdf(1088091 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE
TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Trademark Application Ser. No. 87695693

Applicant: Wolverine Partners Corp.

Mark: GAGE

Gage Specialties LLC)	
)	
Opposer,)	
)	
vs.)	Opposition No. 91252169
)	
Wolverine Partners Corp.)	
)	
Applicant.)	
_____)	

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

**OPPOSER’S MOTION TO AMEND ITS NOTICE OF OPPOSITION TO
PLEAD AN ADDITIONAL CAUSE OF ACTION**

Opposer Gage Specialties LLC (“Opposer”) seeks leave to file an Amended Notice of Opposition pursuant to Rule 15(a) of the Federal Rules of Civil Procedure and Rule 2.107(a) of the Trademark Rules of Practice. Opposer seeks to allege that Applicant’s U.S. trademark application GAGE was assigned while under Section 1(b) of the Trademark Act (the “Assignment”), and therefore is invalid and void *ab initio*.

Opposer seeks to add this claim because facts have been uncovered during Discovery that show that the Assignee Wolverine Partners Corp. was not the true successor of Assignors Radicle Cannabis Holdings Inc. and Gage Co. Inc. (“Assignors”). Specifically, Opposer issued a second set of Discovery Requests on March 24, 2021 (“Opposer’s Discovery Requests”).

Opposer's Discovery Requests focused in part on Applicant assignment of the U.S. trademark application GAGE (Ser. No. 87695693) (the "Application"), the trademark application at issue in this proceeding. The parties worked out an extension of time, and Applicant responded to Opposer's Discovery Requests on May 03, 2021. Applicant's responses make it clear that the assignment renders Applicant's Application void. Specifically, Applicant's Responses and Objections to Opposer's Second Interrogatories states the following:

In the Asset Purchase Agreement dated September 16, 2019, Radicle Cannabis Holdings Inc. sold, assigned, granted, conveyed, transferred, and set over unto the Applicant its entire and exclusive right, title, and interest worldwide in and to the Gage Brand and any Derivative, and to all assets, contracts, rights, and obligations related thereto, including without limitation (a) any trademark applications and registrations for the Gage Brand; (b) any common law rights in the Gage Brand or any variations thereof and any confusingly similar registered or unregistered rights thereto; and, (c) any goodwill attached or related to the Gage Brand, among other interests. The assignment of rights included assignment by Radicle Cannabis Holdings Inc. to Applicant of the following trademark-related assets:

- (i) "GAGE" Canadian application no. 1868389;
- (ii) "GAGE", U.S. Trademark Application Ser. No. 88309277;
- (iii) "GAGE", U.S. Trademark Application Ser. No. 87695693;
- (iv) "GAGE LIFE", Canadian application no. 1868390;
- (v) "GAGE LIFE", a common law trademark in the U.S.;
- (vi) the domain names www.gage.ca and www.gagecannabis.ca;
- (vii) the Instagram accounts [@gagecannabiscanada](https://www.instagram.com/gagecannabiscanada) and [@gagecannabisca](https://www.instagram.com/gagecannabisca); and,
- (viii) the Twitter account [@gagecanada](https://twitter.com/gagecanada).

A copy of Opposer's First Amended Notice of Opposition is attached as Exhibit A. Applicant's Responses and Objections to Opposer's Second Interrogatories is attached hereto as Exhibit B. A copy of the Assignment is attached as Exhibit C.

It is clear from the foregoing that no other assets were assigned from Assignors to Assignee other than the "Gage Brand". Wolverine cannot be considered the successor in derogation of Section 10 of the Trademark Act.

ARGUMENT:

Under Trademark Rule 2.116(a), unless otherwise provided, the Federal Rules of Civil Procedure govern procedure in inter partes cases such as this one. Federal Rule of Civil Procedure 15 governs amendments to pleadings. While the time for Opposer to amend its pleading as of right has elapsed, under FRCP 15, a court should freely give leave to amend a pleading when justice so requires. The Board liberally grants leave to amend pleadings at any stage of the proceeding when justice requires, unless entry of the proposed amendment would violate settled law or be prejudicial to the rights of the adverse party. *See Zanella Ltd. v. Nordstrom, Inc.*, 90 U.S.P.Q.2d 1758 (T.T.A.B. 2008) (precedential). This standard applies "even when a plaintiff seeks to amend its complaint to plead an additional claim." *NFL Properties LLC, the Oakland Raiders, & Raiders Football Club, LLC*, No. 91238874, 2019 WL 7423404, at *2 (Dec. 19, 2019).

I. This Motion is Timely and Does Not Prejudice Applicant.

Here, the amendment clearly does not prejudice Applicant. This proceeding is still in the Discovery Period. 21 TTABVUE, page 3. Indeed, the Discovery Period is not slated to close until July 28, 2021. 21 TTABVUE, page 3. The Parties are still corresponding regarding numerous Discovery Issues, and there is still enough time to conduct additional Discovery for

either party if needed.

There is no other prejudice to Applicant. This is the first time Opposer has sought to amend its Notice of Opposition. The information needed to defend Opposer's additional claim (if any) is already in Applicant's possession.

And finally, to the extent additional time is needed from Applicant, Opposer is willing to grant additional time.

II. The Proposed Amendment Does Not Violate Settled Law.

In an application under §1(b) of the Trademark Act, 15 U.S.C. §1051(b), the applicant cannot assign the application before the applicant files an allegation of use (i.e., either an amendment to allege use under 15 U.S.C. §1051(c) or a statement of use under 15 U.S.C. §1051(d)), except to a successor to the applicant's business, or portion of the business to which the mark pertains, if that business is ongoing and existing. Section 10 of the Trademark Act, 15 U.S.C. §1060; 37 C.F.R. §3.16. This is a valid and existing ground for Opposing registration of a trademark, and does not violate any laws or theories.

Applicant filed an assignment while Applicant's Application was still on an Intent to Use basis. Applicant has clearly violated the foregoing statutes, and Opposer's additional claim is therefore valid and does violate any settled law.

CONCLUSION:

Pursuant to the foregoing, Opposer requests that the Board grant its Motion to Amend its Notice of Opposition.

Dated: May 18, 2021

Respectfully submitted,
/s/ Michael Fong

Michael Fong (Owner, Gage Specialties LLC)

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing OPPOSER'S MOTION TO AMEND ITS NOTICE OF OPPOSITION TO PLEAD AN ADDITIONAL CAUSE OF ACTION is being electronically mailed to the following address:

SAMUEL FIFER
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/s/ Michael Fong
Michael Fong

Dated: May 18, 2021

EXHIBIT A

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE
TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Trademark Application Ser. No. 87695693

Applicant: Wolverine Partners Corp

Mark: GAGE

Gage Specialties LLC)	
)	
Opposer,)	
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vs.)	Opposition No. 91252169
)	
Wolverine Partners Corp)	
)	
Applicant.)	
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UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

OPPOSER’S FIRST AMENDED NOTICE OF OPPOSITION

Opposer Gage Specialties LLC (“Opposer”) believes it will be damaged by registration of the trademark GAGE shown in U.S. trademark application Serial No. 87695693 filed by Radicle Cannabis Holdings Inc. and then assigned to Wolverine Partners Corp. (the Applicant referred to as the “Applicant” and the application referred to as the “Application”), and hereby Opposes the same.

As grounds in support of its Opposition, Opposer hereby alleges:

LIKELIHOOD OF CONFUSION:

- 1) The opposition opposes the registration because the opposition has priority rights and the mark

has already been used in commerce in the United States and abroad since 2009.

- 2) We have been using the name “GAGE GREEN GROUP” and the mark is famous in our niche.
- 3) We have been referred to as “GAGE” since we started.
- 4) We have priority to the mark.
- 5) We may have grounds to believe that our competitors are acting on bad faith.
- 6) Canopy Growth, the company which owns Radicle Cannabis Holdings, represents a conglomerate of companies which include at least two of our direct competitors – Cookies and DNA Genetics.
- 7) These competitors and their owners are well aware of our brand and reputation.
- 8) We may have grounds to believe that our competitors are acting on bad faith.
- 9) We refused a multi-million buyout of our company and brand around the same time the new “Gage” was founded.
- 10) Further investigation is required to connect the filers with the source of the buyout offer.
- 11) The applicants, however, met us at a trade show and offered to buy carry our products in their new stores.
- 12) They know who we are yet are unscrupulously using our brand as their own.
- 13) The opposition opposes the registration because of dilution.
- 14) We recognize that brands become diluted with overuse.
- 15) When our mark and name, “GAGE”, is no longer associated with a boutique company then we lose our distinctiveness.
- 16) Especially if a name once associated with craft and is being used by a multi-billiondollar conglomerate.
- 17) The opposition opposes the registration because the filing is too similar to our name “GAGE”

and “GAGE GREEN GROUP.”

- 18) We find that “Gage Cannabis Co” uses the exact same key word “Gage” and uses synonyms for “Green” and “Group” in their name.
- 19) The opposition would like to point out that the applicants are in the same industry and have the similar goals within medical cannabis and marijuana.
- 20) This is a major cause for confusion.
- 21) The opposition opposes the registration because of likelihood of confusion.
- 22) We oppose the filing of “Gage” by “Gage Cannabis Co” because the likelihood of confusion is measurable and real.
- 23) We are being confused for each other daily since they established their new company in Michigan.
- 24) The distinctiveness of our original “GAGE” and “GAGE GREEN GROUP” name is being tarnished daily.
- 25) The opposition opposes the registration because it is currently creating confusion.
- 26) Consumers and patients have reportedly tried the products of “Gage Cannabis Co” under the impression it was our operation.
- 27) They reported negative reviews, and this affects our position as leaders in the craft and boutique niche.
- 28) The opposition opposes the registration because of damages to our reputation and profitability. Many situations have arisen that have affected our profitability and reputation.
- 29) We were confused for the filers at a Michigan trade show by the organizers of the trade show. Because the filers of this trademark had booked their booth last minute, we were mistakenly given their booth at the outskirts of the event with no amenities.

- 30) This type of confusion costs us both time and money as well as our reputation.
- 31) The opposition opposes the registration because the years of dedication and investment in building a reputable company, brand name, and associated mark could be lost.
- 32) The opposition (GAGE GREEN GROUP) is one of the most recognized and celebrated brands in cannabis.
- 33) The new company and filers (Gage Cannabis Co) will be able to affectively tarnish our reputation by using a well-established name in the same industry.
- 34) The opposition opposes the registration because the filer is being deceptive.
- 35) The filing of “Gage Cannabis Co” is based on deception as to an unregistered, yet wellknown mark also known as “GAGE GREEN GROUP” which has loyal followers and customers in every major market domestically and internationally.

ASSIGNMENT OF INTENT TO USE APPLICATION:

- 36) The U.S. trademark Application GAGE (Ser. No. 87695693) was filed on November 22, 2017 (again, the “Application”).
- 37) The Application was filed based on Section 44(D) of the Lanham Act.
- 38) The Application was converted to a Section 1(b) Intent to Use application on or about January 25, 2019.
- 39) Radicle Cannabis Holdings Inc. and Gage Co. Inc. assigned their rights to the Application to Wolverine Partners Corp. (the “Assignment”).
- 40) Gage Co. Inc. was not an applicant in the original Application.
- 41) Wolverine Partners Corp. was not an applicant in the original Application.
- 42) The only applicant listed in the Application was Radicle Cannabis Holdings Inc.
- 43) The Assignment was executed on September 16, 2019.

- 44) The Assignment was executed while the Application was an Intent to Use application.
- 45) The Assignment was filed with the USPTO while the Application was an Intent to Use application.
- 46) The Assignment was recorded with the USPTO on November 25, 2019.
- 47) The Assignment was recorded with the USPTO while the Application was an Intent to Use application.
- 48) The Assignment transfers the “Gage Brand”, defined as ”(a) trademarks, copyrights, all associated registrations and applications for registration, and all associated rights, and (b) the goodwill related to any of the foregoing, including the goodwill represented by packaging, labelling, advertising, marketing and promotional materials; all in connection with the trademark (whether or not ultimately registered or simply common law marks): “GAGE”, identified as U.S. serial no. 88309277 and 87695693; ... and all U.S. state applications and marks for “GAGE” (whether or not used, applied for, or registered); all as owned by Gage Co or the Vendor” [with sections redacted].
- 49) The Assignment does not transfer any part of Radicle Cannabis Holdings Inc.’s business.
- 50) The Assignment does not transfer any part of Gage Co. Inc.’s business.
- 51) Wolverine Partners Corp. is not a successor in interest to Radicle Cannabis Holdings Inc.’s business.
- 52) Wolverine Partners Corp. is not a successor in interest to Gage Co. Inc.’ business.
- 53) The Assignment does not transfer the part of Radicle Cannabis Holdings Inc.’s business to which the mark pertains.
- 54) The Assignment does not transfer the part of Gage Co. Inc.’s business to which the mark pertains.

- 55) Radicle Cannabis Holdings Inc. and Gage Co. Inc. did not have an ongoing and existing business that could be transferred to Wolverine.
- 56) Radicle Cannabis Holdings Inc. is still an existing entity.
- 57) Radicle Cannabis Holdings Inc. continues to do business.
- 58) Gage Co. Inc. is still an existing entity.
- 59) Gage Co. Inc. continues to do business.
- 60) The Application was assigned in violation of Section 10 of the Trademark Act, 15 U.S.C. § 1060, and is now invalid.
- 61) The Application was assigned in violation of Section 10 of the Trademark Act, 15 U.S.C. § 1060, and is now void *ab initio*.

Dated: May 18, 2021

Respectfully submitted,

/s/ Michael Fong

Michael Fong (Owner, Gage Specialties LLC)

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing OPPOSER'S INITIAL DISCLOSURES is being electronically mailed to the following address:

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/s/ Michael Fong

Michael Fong

Dated: May 18, 2021

EXHIBIT B

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Trademark Application Ser. No. 87695693
Applicant: Wolverine Partners Corp
Mark: GAGE

Gage Specialties LLC

Opposer,

vs.

Wolverine Partners Corp.

Applicant.

Opposition No. 91252169

**APPLICANT WOLVERINE PARTNERS
CORP'S RESPONSES AND OBJECTIONS
TO OPPOSER'S SECOND
INTERROGATORIES**

PROPOUNDING PARTY: Opposer Gage Specialties LLC

RESPONDING PARTY: Applicant Wolverine Partners Corp

SET NO.: Second (2)

Pursuant to Fed. R. Civ. P. 33, Applicant Wolverine Partners Corp ("Applicant"), by and through its attorneys, hereby responds to Opposer Gage Specialties LLC's ("Opposer") Second Set of Interrogatories ("Interrogatories"), subject to the objections set forth below.

GENERAL OBJECTIONS

Applicant objects to the definitions and instructions contained in Opposer's Interrogatories to the extent that such definitions and instructions are inconsistent with the Federal Rules of Civil Procedure or TTAB Rules or impose additional obligations upon Applicant beyond what is required by the TTAB Rules or the Federal Rules of Civil Procedure. Applicant objects to Opposer's definition of "Opposer's Mark" as it includes "Gage, Gage Green, Gage Green Group, Gage Forums, Gage Originals, Bank of Gage, Gage Green Gardens, GGG, and all relevant trademarks....". GAGE, U.S. Trademark Application Ser. No. 87/695,693, is Applicant's mark, not Opposer's. For the purposes of Applicant's Responses to these and all other Requests, including to Requests for Admission and for Document Production, "Applicant's

Mark” shall refer to Applicant’s opposed “GAGE” mark, U.S. Application No. 87/695,693, filed on November 22, 2017, consisting of standard characters, without claim to any particular font style, size, or color.

Applicant’s answers herein shall not be deemed a waiver of its right to object to the relevance or admissibility of any portion of the materials contained in such answer on any ground. Applicant objects to each Interrogatory that seeks information that is in the possession of the Opposer, and Applicant reserves the right to supplement its responses as discovery progresses. Applicant objects to all Interrogatories to the extent Opposer seeks to impose upon Applicant an obligation to investigate or discover information or materials from third parties who may be, or are, equally accessible to Opposer. Applicant objects to these Interrogatories to the extent they seek information subject to the attorney-client privilege, the attorney work product doctrine, and/or any other privilege recognized by state and/or federal statutory or common law. Applicant objects to any discovery request that makes inquiries about matters the disclosure of which is prohibited by statute, regulation or other applicable law. To the extent that the Interrogatories fail to set forth a scope of the time period for which information is sought, they are overly broad and unduly burdensome as they can reasonably be read to request information back to the beginning of time. Where Applicant has not discerned or identified a time limitation as to the Interrogatory, Applicant has understood that the Interrogatory asks for any and all information obtained within the past eighteen (18) months. By providing a response to any of these Interrogatories, Applicant does not concede that the information provided is discoverable, relevant or admissible and reserves the right to challenge further discovery into the subject matter of the Interrogatories. Applicant does not concede that the instances identified herein constitute commercial use for purposes of 15 U.S. Code § 1127 and reserves the right to put forth legal arguments as to whether any given instance constitutes use. Applicant also reserves the right to challenge the relevance and/or admissibility into evidence of any information and/or material provided in response to these Interrogatories. Applicant will produce information subject to the parties’ standard and/or amended protective order, when entered. Applicant

expressly reserves the right to supplement, amend, or correct these answers in accordance with its rights and duties under the Federal Rules of Civil Procedure and the TTAB Rules.

RESPONSES TO REQUEST FOR INTERROGATORIES

REQUEST FOR INTERROGATORIES NO. 24:

Identify and describe all Agreements involving Applicant's Mark and produce copies of same.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 24:

Applicant objects to Interrogatory No. 24 on the ground that it seeks disclosure of confidential, proprietary, or trade secret information. Applicant further objects to Interrogatory No. 24 on the ground that this request is overbroad and irrelevant to this proceeding because it concerns agreements with parties outside U.S. territories. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows: THE FOLLOWING RESPONSE IS "CONFIDENTIAL – FOR ATTORNEYS' EYES ONLY (TRADE SECRET/COMMERCIALY SENSITIVE)" SUBJECT TO THE TTAB STANDARD PROTECTIVE ORDER. In accordance with the TTAB Standard Protective Order Section 2 ("Confidential – Attorneys' Eyes Only (Trade Secret/Commercially Sensitive)"), sensitive business information, including highly sensitive financial or marketing information is material restricted from any access by the parties, and available for review by outside counsel for the parties.

1. Asset Purchase Agreement (70 pages): effective September 16, 2019, between Wolverine Partners Corp., Radicle Cannabis Holdings Inc., and Gage Co. Inc., for the purchase of the GAGE brand. This agreement was signed by Fabian Monaco and Ziad Reda.
2. AEY Thrive Services Agreement (11 pages): effective January 31, 2019 between AEY Thrive LLC and Thrive Enterprise LLC for business consulting, accounting, administrative, technological, financial, construction, and related services to

medical and adult use marijuana businesses. This agreement was signed by Mark R. Morin of Thrive Enterprises LLC and Adel Fakhouri of AEY Thrive LLC.

3. Blue River Extracts & Terpenes Agreement

Applicant further responds that it is still searching for the business records containing the information identified above and intends to produce them in the near future. Applicant will amend this response to identify the responsive documents after it produces them.

REQUEST FOR INTERROGATORIES NO. 25:

Identify and describe your decision to purchase the domain names gagegreengroupsucks.com and gagegreen.com.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 25:

Applicant objects to Interrogatory No. 25 on the ground that it is harassing. Subject to and without waiving the foregoing objection and the General Objections incorporated herein by reference, Applicant responds as follows:

The domain name gagegreen.com was purchased by Rami Reda on March 15, 2006 and later transferred to Applicant. The purchase of the gagegreen.com domain name was a business decision that reflects the principals' and representatives' of Applicant's bona fide intent-to-use the GAGE mark since at least as early as 2006. The domain name gagegreen.com was purchased by Mr. Reda on March 15, 2006 and later transferred to Applicant on September 10, 2021. The domain name gagegreensucks.com was purchased by Mr. Reda on December 19, 2019 and later transferred to Applicant on September 10, 2021.

REQUEST FOR INTERROGATORIES NO. 26:

Identify and describe the purchase of the domain name gagegreen.com, including the previous owner's name, phone number, and address, as well as the length of time the domain name has been registered and any trademark rights associated therewith.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 26:

Applicant objects to Interrogatory No. 26 on the grounds that it is overly broad and unduly burdensome because it purports to instruct Applicant to seek information regarding third

parties unknown to Applicant. Applicant further objects to this request on the grounds that it seeks information not in the possession or control of Applicant. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows:

The domain name gagegreen.com was purchased by Rami Reda on March 15, 2006 and has been registered for fifteen (15) years, since March 15, 2006. Despite making reasonable efforts to obtain information responsive to this interrogatory, which includes conducting a domain search of gagegreen.com via whoxy.com, no responsive information was obtained to enable Applicant to answer this interrogatory because information regarding previous ownership of gagegreen.com was not revealed in Applicant's search and investigation. To Applicant's knowledge, the gagegreen.com domain was purchased from a domain registrar and web hosting company, GoDaddy Inc., and there is no previous owner of the gagegreen.com domain name. As a result, Applicant lacks sufficient knowledge to answer Interrogatory No. 26.

REQUEST FOR INTERROGATORIES NO. 27:

Identify and describe your contention that "Applicant's Mark was selected by prior owner of Applicant's Mark, Radicle Cannabis Holdings Inc., based on the location of its first federally licensed cannabis facility, which was located off Gage Avenue North in Hamilton, Ontario, Canada", including the address of that federally licensed cannabis facility.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 27:

Applicant objects to Interrogatory No. 27 on the ground that it seeks disclosure of confidential, proprietary, or trade secret information. In accordance with the TTAB Standard Protective Order Sections 2 and 7 ("Confidential – Attorneys' Eyes Only (Trade Secret/Commercially Sensitive)"), sensitive business information, including highly sensitive financial or marketing information, and any other commercially sensitive information the disclosure of which to non-qualified persons subject to the TTAB Standard Protective Order the producing party reasonably and in good faith believes would likely cause harm, is material restricted from any access by the parties, and available for review by outside counsel for the

parties. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows: THE FOLLOWING RESPONSE IS “CONFIDENTIAL – FOR ATTORNEYS’ EYES ONLY (TRADE SECRET/COMMERCIALY SENSITIVE)” SUBJECT TO THE TTAB STANDARD PROTECTIVE ORDER.

Radicle Cannabis Holdings Inc., a Canadian entity, is the predecessor and former owner of Applicant’s GAGE Mark. Radicle Cannabis Holdings Inc. selected the GAGE mark that is used today by Applicant, because Gage Ave. N, was a cross street to Radicle Cannabis Holdings Inc.’s first federally licensed cannabis facility was in Hamilton, Ontario, Canada. Radicle Cannabis Holdings Inc.’s first federally licensed cannabis facility was located near Gage Ave N. Street in Hamilton, Ontario, Canada.

REQUEST FOR INTERROGATORIES NO. 28:

Identify and describe the assignment of rights from Radicle Cannabis Holdings Inc. to Applicant.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 28:

Subject to and without waiving the General Objections incorporated herein by reference, Applicant responds as follows:

In the Asset Purchase Agreement dated September 16, 2019, Radicle Cannabis Holdings Inc. sold, assigned, granted, conveyed, transferred, and set over unto the Applicant its entire and exclusive right, title, and interest worldwide in and to the Gage Brand and any Derivative, and to all assets, contracts, rights, and obligations related thereto, including without limitation (a) any trademark applications and registrations for the Gage Brand; (b) any common law rights in the Gage Brand or any variations thereof and any confusingly similar registered or unregistered rights thereto; and, (c) any goodwill attached or related to the Gage Brand, among other interests. The assignment of rights included assignment by Radicle Cannabis Holdings Inc. to Applicant of the following trademark-related assets:

- (i) “GAGE” Canadian application no. 1868389;

- (ii) “GAGE”, U.S. Trademark Application Ser. No. 88309277;
- (iii) “GAGE”, U.S. Trademark Application Ser. No. 87695693;
- (iv) “GAGE LIFE”, Canadian application no. 1868390;
- (v) “GAGE LIFE”, a common law trademark in the U.S.;
- (vi) the domain names www.gage.ca and www.gagecannabis.ca;
- (vii) the Instagram accounts @gagecannabiscanada and @gagecannabisca; and,
- (viii) the Twitter account @gagecanada.

REQUEST FOR INTERROGATORIES NO. 29:

Identify and describe the consumers on Applicant’s Mailchimp list, including a list of those consumers, the source of those consumers, and the purpose and use of Applicant’s Mailchimp list.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 29:

Applicant objects to Interrogatory No. 29 on the ground that it is unduly burdensome and harassing. Applicant further objects to Interrogatory No. 29 on the ground that it seeks disclosure of confidential, proprietary, or trade secret information, or information that is protected by rights of privacy. In accordance with the TTAB Standard Protective Order Section 2 (“Confidential – Attorneys’ Eyes Only (Trade Secret/Commercially Sensitive)”), sensitive business information, including highly sensitive financial or marketing information is material restricted from any access by the parties, and available for review by outside counsel for the parties. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows: THE FOLLOWING RESPONSE IS “CONFIDENTIAL – FOR ATTORNEYS’ EYES ONLY (TRADE SECRET/COMMERCIALLY SENSITIVE)” SUBJECT TO THE TTAB STANDARD PROTECTIVE ORDER.

Applicant uses a MailChimp list for a business purpose and to communicate with Applicant’s consumers and subscribers to Applicant’s mailing list. Applicant’s mailing list is used to communicate with subscribers and investors to provide updates, information about

products services, and events, and exclusive promotional efforts and offers provided by Applicant. Consumers are included in Applicant's MailChimp list if they purchase goods or services from Applicant or request to be included in Applicant's mailing list.

REQUEST FOR INTERROGATORIES NO. 30:

Identify and describe Applicant's relationship with third party Canopy Growth Corporation.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 30:

Applicant objects to Interrogatory No. 30 on the ground that it is overly broad and seeks irrelevant information and/or is unduly burdensome because it seeks information related to a third party entity that is not affiliated with Applicant. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows:

Canopy Growth Corporation ("Canopy Growth") is a competitor of Applicant. Canopy Growth was an investor in Radicle Cannabis Holdings Inc. Applicant's only connection to Canopy Growth is that Applicant's Executive Chairman, Bruce Linton, is the former CEO and a founder of Canopy Growth.

REQUEST FOR INTERROGATORIES NO. 31:

Identify and describe Applicant's relationship with Radicle Cannabis Holdings Inc.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 31:

Applicant objects to Interrogatory No. 31 on the ground that it is duplicative of Interrogatory Nos. 27 and 28. Subject to and without waiving the foregoing objection and the General Objections incorporated herein by reference, Applicant responds as follows:

Radicle Cannabis Holdings Inc. is a party to the Asset Purchase Agreement dated September 16, 2019. Applicant purchased assets, including trademark and common-law rights to Applicant's GAGE mark from Radicle Cannabis Holdings Inc. Pursuant to the Asset Purchase Agreement, Radicle Cannabis Holdings Inc. is also a licensee of the Licensed Gage Brand, which includes the following assets:

- (ix) “GAGE” Canadian application no. 1868389;
- (x) “GAGE”, U.S. Trademark Application Ser. No. 88309277;
- (xi) “GAGE”, U.S. Trademark Application Ser. No. 87695693;
- (xii) “GAGE LIFE”, Canadian application no. 1868390;
- (xiii) “GAGE LIFE”, a common law trademark in the U.S.;
- (xiv) the domain names www.gage.ca and www.gagecannabis.ca;
- (xv) the Instagram accounts @gagecannabiscanada and @gagecannabisca; and,
- (xvi) the Twitter account @gagecanada.

REQUEST FOR INTERROGATORIES NO. 32:

Identify and describe Applicant’s relationship with third party Cookies Creative Consulting & Promotions, LLC.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 32:

Applicant objects to Interrogatory No. 32 on the ground that it seeks irrelevant information and/or is unduly burdensome because it seeks information related to a third party entity that is not a rights holder in Applicant’s GAGE Mark. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows:

Cookies Creative Consulting & Promotions, LLC is a contractual partner to Applicant. Cookies Creative Consulting & Promotions, LLC is a party to the License And Packaging Agreement dated September 10, 2019 between Cookies Creative Consulting & Promotions, LLC and Radicle Cannabis Holdings Inc. Pursuant to the Asset Purchase Agreement dated September 16, 2019 between Radicle Cannabis Holdings Inc., Applicant, and Gage Co. Inc., Applicant agreed to enter into the License And Packaging Agreement with Cookies Creative Consulting & Promotions, LLC. Accordingly, Cookies Creative Consulting & Promotions, LLC is a licensor of certain products, goods and articles. In addition, the License And Packaging Agreement with Cookies Creative Consulting & Promotions, LLC assumed by Applicant grants Applicant the right to use certain trademarks owned by Cookies Creative Consulting & Promotions, LLC.

REQUEST FOR INTERROGATORIES NO. 33:

Identify and describe Applicant's defense of "tacking" contained in Applicant's Response to Opposer's Interrogatory No. 16.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 33:

The doctrine under which a party may clothe a new mark with the priority position of an older mark is called "tacking." *Hana Fin., Inc. v. Hana Bank*, 574 U.S. 418, 135 S. Ct. 907, 190 L. Ed. 2d 800 (2015); *see also In re Flex-O-Glass, Inc.*, 194 USPQ 203, 205-06 (TTAB 1977) ("[P]ersons exposed to applicant's registered mark . . . would, upon encountering [applicant's yellow rectangle and red circle design] . . ., be likely to accept it as the same mark or as an inconsequential modification or modernization thereof [A]pplicant may 'tack on' to its use of the mark in question, the use of the registered mark . . . and therefore may properly rely upon its registration in support of its claim of distinctiveness herein."). The notion of "tacking" an earlier date of first use allows the transferee (i.e., Applicant) to stand in the shoes of the prior owner (i.e., Radicle Cannabis Holdings Inc.) and have priority over all other users over which the transferor would have has priority. Accordingly, Applicant does not start the calendar running on its own first use of the Applicant's GAGE mark, but instead may start the calendar running on Radicle Cannabis Holdings Inc.'s first use of the Applicant's GAGE Mark.

REQUEST FOR INTERROGATORIES NO. 34:

Identify and describe the names, identities, and contact information of all persons who received Applicant's investor deck contained in WOLV000010.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 34:

Applicant objects to Interrogatory No. 34 on the ground that it is unduly burdensome, harassing, and disproportionate to the needs of this proceeding because it requests Applicant to undergo extensive investigation concerning the numerous individuals and/or entities who could have potentially received Applicant's materials, either directly or indirectly through the Applicant. Applicant further objects to Interrogatory No. 34 on the ground that it seeks disclosure of confidential, proprietary, or trade secret information. In accordance with the TTAB

Standard Protective Order Sections 2 and 7 (“Confidential – Attorneys’ Eyes Only (Trade Secret/Commercially Sensitive)”), sensitive business information, including highly sensitive financial or marketing information, and any other commercially sensitive information the disclosure of which to non-qualified persons subject to the TTAB Standard Protective Order the producing party reasonably and in good faith believes would likely cause harm, is material restricted from any access by the parties, and available for review by outside counsel for the parties. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows: THE FOLLOWING RESPONSE IS “CONFIDENTIAL – FOR ATTORNEYS’ EYES ONLY (TRADE SECRET/COMMERCIALY SENSITIVE)” SUBJECT TO THE TTAB STANDARD PROTECTIVE ORDER.

Applicant refers Opposer to Applicant’s September 19, 2020 email containing notice of an updated version of Applicant’s initial production with revised bates numbers. Pursuant to Applicant’s revised index, Applicant notes that WOLV000010 is WOLV000027-WOLV000037. The materials in WOLV000027-WOLV000037 were presented to various interested investors.

REQUEST FOR INTERROGATORIES NO. 35:

Identify and describe the “Gage CBD Product Line” mentioned in Applicant’s Response to Opposer’s Interrogatory No. 15.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 35:

Pursuant to Fed. R. Civ. P 33(d), Applicant refers the Opposer to the following documents because the burden of deriving or ascertaining the answer to Interrogatory No. 35 from these produced business records is substantially the same for Applicant as for Opposer:

- (i) WOLV000017-WOLV000026

REQUEST FOR INTERROGATORIES NO. 36:

Identify and describe the “Gage Product Accessories” mentioned in Applicant’s Response to Opposer’s Interrogatory No. 15.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 36:

Pursuant to Fed. R. Civ. P 33(d), Applicant will produce documents from which the burden of deriving or ascertaining the answer to Interrogatory No. 36 is substantially the same for Applicant as for Opposer. Applicant will amend this response to identify the responsive documents after it produces them.

REQUEST FOR INTERROGATORIES NO. 37:

Identify and describe the circumstances under which WOLV000006 was taken, including where and when the photograph was taken.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 37:

Applicant refers Opposer to Applicant's September 19, 2020 email containing notice of an updated version of Applicant's initial production with revised bates numbers. Pursuant to Applicant's revised index, Applicant notes that WOLV000006 is WOLV000012. The image depicted in WOLV000012 was captured between June 8th and June 9th, 2019 in Clio, Michigan at The High Times Cannabis Cup, where Applicant was a participant.

REQUEST FOR INTERROGATORIES NO. 38:

Identify and describe documents WOLV000007, WOLV000008, WOLV000009, and WOLV000019, including identifying who the documents were distributed to.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 38:

Applicant objects to Interrogatory No. 38 on the ground that it is unduly burdensome, harassing, and disproportionate to the needs of this proceeding because it requests Applicant to undergo extensive investigation concerning the numerous individuals and/or entities who could have potentially received Applicant's materials, either directly or indirectly through the Applicant. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows: Applicant refers Opposer to Applicant's September 19, 2020 email containing notice of an updated version of Applicant's initial production with revised bates numbers. Pursuant to Applicant's revised index, Applicant notes that WOLV000007 is WOLV000013-WOLV000014, WOLV000008 is WOLV000015-

WOLV000016, WOLV000009 is WOLV000017-WOLV000026, and WOLV000019 is WOLV000067-WOLV000083.

- (i) WOLV000013-WOLV000014 is a handout announcing the grand opening of the Applicant's Ferndale provisioning center, located at the 1551 Academy St Ferndale, MI 48220. This document was created by Applicant's internal marketing team members in collaboration with a third party agency. These documents were hand delivered to surrounding areas notifying them of the Applicant's Ferndale provisioning center opening on September 14th, 2019.
- (ii) WOLV000015-WOLV000016 is a patient pamphlet informing patients about Applicant's goods and services. This pamphlet was provided in-store by Applicant at Applicant's provisioning centers in store, in each and every first time patient's bag at checkout following a purchase. This pamphlet was also handed out in the surrounding Michigan areas near Applicant's Ferndale and Adrian provisioning centers in 2019. This document was created by Applicant's internal marketing team members in collaboration with a third party agency.
- (iii) WOLV000017-WOLV000026 contains information about Applicant's line of CBD products. Applicant has used these materials for internal purposes, including product and brand development. The information in WOLV000017-WOLV000026 has also been in distribution to potential consumers, customers, patients, vendors and licensed partners who produce Applicant's goods and services, since 2018. This document was created by Applicant's internal marketing team members.
- (iv) WOLV000067-WOLV000083 is an updated version of WOLV000027-WOLV000037. The information provided in WOLV000067-WOLV000083 was created as a presentation of the Applicant's business and used in presentations and pitches to various investors. This document was created by Applicant's internal marketing team members.

REQUEST FOR INTERROGATORIES NO. 39:

Identify and describe your quality control process for goods sold under Applicant’s Mark, including how your growers and other employees are hired.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 39:

Applicant objects to Interrogatory No. 39 on the ground that it is vague and ambiguous, because it does not specify which goods Opposer is concerned with. Applicant further objects to Interrogatory No. 39 on the ground that it is unduly burdensome and irrelevant because not all of Applicant’s goods may be subject to regulatory quality control processes. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows:

Applicant operates four cultivation and processing centers licensed by the Michigan Department of Licensing and Regulatory Affairs. Applicant adheres to the quality control processes mandated by the Michigan Department of Licensing and Regulatory Affairs, including maintaining a quality control and quality assurance program that conforms to ISO/IEC 17025:2017 standards and meets the requirements established by the agency. Applicant is still searching for the business records containing the information identified in response to Interrogatory No. 39 and intends to produce them in the near future. Applicant will amend this response to identify the responsive documents after it produces them.

REQUEST FOR INTERROGATORIES NO. 40:

Identify and describe the names, addresses, and phone numbers of all investors or third parties with an ownership interest in and to Applicant, including any parent companies of Applicant. “Parent company” shall be defined as a single company that has a controlling interest in another company.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 40:

Applicant objects to Interrogatory No. 40 on the ground that it seeks disclosure of confidential, proprietary, or trade secret information. In accordance with the TTAB Standard Protective Order Sections 2 and 7 (“Confidential – Attorneys’ Eyes Only (Trade

Secret/Commercially Sensitive)”), sensitive business information, including highly sensitive financial or marketing information, and any other commercially sensitive information the disclosure of which to non-qualified persons subject to the TTAB Standard Protective Order the producing party reasonably and in good faith believes would likely cause harm, is material restricted from any access by the parties, and available for review by outside counsel for the parties. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows:

Applicant is still searching for the business records containing the information identified above and intends to produce them in the near future. Applicant will amend this response to identify the responsive documents after it produces them.

REQUEST FOR INTERROGATORIES NO. 41:

Identify and describe your decision to file the U.S. trademark application GAGE (Ser. No. 88309277).

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 41:

Subject to and without waiving the General Objections incorporated herein by reference, Applicant responds as follows:

Applicant’s decision to file the U.S. trademark application GAGE (Ser. No. 88309277) covering the goods described below was based on a business decision to expand and protect its intellectual property.

- (i) IC 001. US 001 005 006 010 026 046. G & S: Plant extracts, namely, hemp extracts, used in the manufacture of drops, oil, vapes, gummies, topicals, containing a delta-9 tetrahydrocannabinol (THC) concentration from 0 to less than 0.3 percent on a dry weight basis;
- (ii) IC 005. US 006 018 044 046 051 052. G & S: Hemp plant extracts for medical, veterinary and pharmaceutical purposes, containing a delta-9 tetrahydrocannabinol (THC) concentration from 0 to less than 0.3 percent on a dry weight basis;

- (iii) IC 030. US 046. G & S: Dried hemp herbs, containing a delta-9 tetrahydrocannabinol (THC) concentration from 0 to less than 0.3 percent on a dry weight basis; and,
- (iv) IC 031. US 001 046. G & S: Dried hemp plants; live hemp plants; fresh hemp herbs; all containing a delta-9 tetrahydrocannabinol (THC) concentration from 0 to less than 0.3 percent on a dry weight basis

REQUEST FOR INTERROGATORIES NO. 42:

Identify and describe Applicant's relationship with third party Berner.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 42:

Applicant objects to Interrogatory No. 42 on the ground that it seeks irrelevant information and/or is unduly burdensome because it seeks information related to a third party individual that is not a rights holder in Applicant's GAGE Mark. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows:

Cookies Creative Consulting & Promotions, LLC is a contractual partner to Applicant. Cookies Creative Consulting & Promotions, LLC is a party to the License And Packaging Agreement dated September 10, 2019 between Cookies Creative Consulting & Promotions, LLC and Radicle Cannabis Holdings Inc. Pursuant to the Asset Purchase Agreement dated September 16, 2019 between Radicle Cannabis Holdings Inc., Applicant, and Gage Co. Inc., Applicant agreed to enter into the License And Packaging Agreement with Cookies Creative Consulting & Promotions, LLC. Accordingly, Cookies Creative Consulting & Promotions, LLC is a licensor of certain products, goods and articles. In addition, the License And Packaging Agreement with Cookies Creative Consulting & Promotions, LLC assumed by Applicant grants Applicant the right to use certain trademarks owned by Cookies Creative Consulting & Promotions, LLC. Gilbert Anthony Milam Jr. p/k/a Berner ("Berner"), is the CEO and cofounder of Cookies Creative Consulting & Promotions, LLC. Beyond Applicant's contractual partnership with

Cookies Creative Consulting & Promotions, LLC, Applicant responds that it has no contractual relationship to Berner as an individual or otherwise.

REQUEST FOR INTERROGATORIES NO. 43:

Identify and describe Applicant's relationship with Gage Co. Inc.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 43:

Applicant objects to Interrogatory No. 43 on the ground that it seeks irrelevant information and/or is unduly burdensome because it seeks information related to a non-existent third party entity that is not a rights holder in Applicant's GAGE Mark. Subject to and without waiving the foregoing objections and the General Objections incorporated herein by reference, Applicant responds as follows:

Gage Co. Inc. was a contractual partner to Applicant. Gage Co. Inc. was a party to the Asset Purchase Agreement dated September 16, 2019 between Radicle Cannabis Holdings Inc., Applicant, and Gage Co. Inc. However, following the execution of the Asset Purchase Agreement, Gage Co. Inc. ceased to exist as a corporate entity.

REQUEST FOR INTERROGATORIES NO. 44:

Identify the three (3) persons most knowledgeable about Applicant's use and intended use of Applicant's Mark.

RESPONSE TO REQUEST FOR INTERROGATORIES NO. 44:

Subject to and without waiving the General Objections, which are incorporated herein by reference, Applicant states the following: Applicant identifies CEO and Director Fabian Monaco, Marketing Director Graeme Davis, and Co-Founder Rami Reda as the persons most knowledgeable about Applicant's use and intended use of Applicant's Mark.

Respectfully submitted,
WOLVERINE PARTNERS CORP.

May 3, 2021

/s/ / Samuel Fifer /
Samuel Fifer
Tara Reedy Sliva
Dentons US LLP
233 South Wacker Drive
Suite 5900
Chicago, IL 60606-6361
Telephone No. (312) 876-8000
Facsimile No. (312) 876-7934
Attorneys for Applicant

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of May 2021, a copy of the forgoing APPLICANT'S RESPONSES TO OPPOSER'S SECOND REQUESTS FOR INTERROGATORIES was served by email, as agreed, upon the following:

MICHAEL FONG
GAGE SPECIALTIES LLC
3542 EAGLESON RD.
GLADWIN, MI 48634
UNITED STATES

Email: michael@gagegreengroup.com; jeff@gagegreengroup.com


Dentons US LLP

/s/ / Samuel Fifer /
Samuel Fifer
Tara Reedy Sliva
Dentons US LLP
233 South Wacker Drive
Suite 5900
Chicago, IL 60606-6361
Telephone No. (312) 876-8000
Facsimile No. (312) 876-7934

Attorneys for Applicant

VERIFICATION

I hereby certify that to the best of my knowledge, information and belief, the foregoing statements made by me are true. I am aware that if any of the statements are willfully false I am subject to punishment.

DocuSigned by:

28DFA28A450541C...

Printed Name: Fabian Monaco
Director Of Wolverine Partners Corp.

Dated: May 3, 2021

EXHIBIT C

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radicle Cannabis Holdings Inc.		09/16/2019	Corporation: CANADA
Gage Co. Inc.		09/16/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Wolverine Partners Corp.		
Street Address:	77 King Street West, Suite 400		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 0A1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88309277	GAGE	
Serial Number:	87695693	GAGE	
Serial Number:	88376108	SMALL BATCH HIGH EXPECTATIONS	
Serial Number:	88423373	HIGH EXPECTATIONS	
Serial Number:	88475030	THE CRAFT PACK	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128762837		
Email:	hope.karmo@dentons.com		
Correspondent Name:	Dentons US LLP c/o Tara Reedy Sliva		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	15801594-000003		
NAME OF SUBMITTER:	Tara Reedy Sliva		
SIGNATURE:	/tara reedy sliva/		

OP \$140.00 88309277

DATE SIGNED:

11/25/2019

Total Attachments: 15

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ASSET PURCHASE AGREEMENT

This Agreement is dated as of September 16, 2019 between Wolverine Partners Corp. (the "**Purchaser**"), Radicle Cannabis Holdings Inc. (the "**Vendor**") and Gage Co. Inc. ("**Gage Co**").

WHEREAS :

A. The Vendor desires to sell and to cause Gage Co to sell, the Gage Brand (as hereinafter defined) and the Purchaser desires to purchase the Gage Brand, on the terms and conditions set forth in this Agreement.

■ [REDACTED]

■ [REDACTED]

NOW THEREFORE this Agreement witnesses that in consideration of the premises and covenants set forth below, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, the following words and phrases have the meaning set out beside them:

- (a) "**Agreement**" means this agreement and all amendments made to it by written agreement among the Purchaser, the Vendor and Gage Co.
- (b) "**Ancillary Documents**" means each document in addition to this Agreement delivered by or for a Party in order to give effect to the Transaction.
- (c) "**Business Day**" means any day, other than a Saturday or Sunday or any day which is a statutory holiday in the Province of Ontario.
- (d) "**Closing Date**" means September 16, 2019, or such other date as the Parties may agree on in writing.
- (e) [REDACTED]
- (f) [REDACTED]
- (g) "**Deposit**" means the refundable deposit of [REDACTED] paid by the Purchaser to the Vendor [REDACTED].
- (h) "**Derivative**" means any work based upon the Gage Brand, such as a revision, modification, translation (including compilation or recapitulation by computer), abridgement, expansion, or any other form in which the Gage Brand may be recast, transformed, or adapted, and that, if prepared without authorization by the Purchaser would constitute a copyright infringement.
- (i) "**Encumbrances**" means any mortgage, lien, charge, hypothec, pledge, action, claim, security interest or demand of any kind whatsoever and howsoever arising in any

property, whether real, personal or mixed, tangible or intangible, (and including, in the case of shares or other securities, shareholders agreements, voting trust agreements and similar arrangements).

- (j) **"Gage Brand"** means: (a) trademarks, [REDACTED] copyrights, [REDACTED] [REDACTED] all associated registrations and applications for registration [REDACTED], and all associated rights, [REDACTED] [REDACTED] and (b) the goodwill related to any of the foregoing, including the goodwill represented by packaging, labelling, advertising, marketing and promotional materials; all in connection with the trademarks (whether or not ultimately registered or simply common law marks): [REDACTED] "GAGE", identified as U.S. serial no. 88309277 and 87695693; [REDACTED] [REDACTED] "SMALL BATCH HIGH EXPECTATIONS", identified as U.S. serial no. 88376108; [REDACTED] [REDACTED] "HIGH EXPECTATIONS", identified as U.S. serial no. 88423373; [REDACTED] [REDACTED] "THE CRAFT PACK", identified as U.S. serial no. 8475030; [REDACTED] [REDACTED] and [REDACTED] all U.S. state applications and marks for "GAGE" (whether or not used, applied for, or registered); all as owned by Gage Co or the Vendor [REDACTED].

- (k) **"Gage Co"** means Gage Co. Inc.

- (l) [REDACTED]

- (m) **"GST"** means taxes, interest, penalties and fines imposed under Part IX of the GST Legislation and the regulations made thereunder.

- (n) **"GST Legislation"** means the Excise Tax Act (Canada) and the regulations made thereunder.

- (o) **"Intellectual Property Rights"** means any and all rights associated with works of authorship, including copyright, copyright applications, copyright registrations, neighboring rights, moral rights, industrial design and trade design rights, rights relating to the protection of trade secrets and Confidential Information including know-how, trademark and trade name rights, and all other intellectual and industrial property rights, whether registered or unregistered, rights analogous to those set forth in this sub-section 1.1(o) and any other proprietary rights, and divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

- (p) [REDACTED]

[REDACTED]

- (q) **"Parties"** means the Vendor, Gage Co and the Purchaser and **"Party"** means any of the Parties.
- (r) **"Purchaser"** means Wolverine Partners Corp.
- (s) **"Purchase Price"** shall have the meaning ascribed to such term as set-out under Section 2.2 of this Agreement.
- (t) **"Subordinate Voting Shares"** means [REDACTED] subordinate voting shares in the share capital of the Purchaser.
- (u) **"Transaction"** means the purchase and sale of the Gage Brand [REDACTED] all in accordance with the provisions of this Agreement.
- (v) **"Vendor"** mean Radicle Cannabis Holdings Inc.

1.2 Interpretation

- (a) All references in this Agreement to the masculine, neuter, singular or plural will be interpreted to include the masculine, feminine, neuter, singular or plural, where applicable. All headings in this Agreement are intended solely for the convenience of the Parties, and no heading will be considered to affect the meaning or interpretation of any part of the Agreement. All dollar amounts referred to in this Agreement are in Canadian funds.
- (b) Except as expressly provided to the contrary in this Agreement, each section, part, term and/or provision of this Agreement will be considered severable. If for any reason any part of this Agreement is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, it will not impair the operation of, or have any other effect on, any other part of this Agreement as may remain otherwise intelligible, and that part will continue to be given full force and effect and bind the Parties. The invalid part or parts will be considered not to be a part of this Agreement.

**ARTICLE 2
PURCHASE AND SALE**

2.1 Agreement to Purchase

Subject to the terms and conditions of this Agreement:

- (a) On the Closing Date (or as otherwise noted in this Agreement), the Vendor agrees to:
 - (i) sell and to cause Gage Co to sell, and the Purchaser agrees to purchase, the Gage Brand;

[REDACTED]

■ [REDACTED]
■ [REDACTED]
■ [REDACTED]
■ [REDACTED]

2.2 Payment of Purchase Price

Subject to any adjustments as set out in this Agreement, the purchase price in respect of the Transaction shall be paid on the Closing Date as follows: a cash payment of [REDACTED] paid by the Purchaser to the Vendor, satisfied entirely by the Vendor retaining the Deposit. The Vendor shall be issued the Subordinate Voting Shares [REDACTED]. The aforementioned cash payment and issuance of Subordinate Voting Shares are collectively, the "Purchase Price". [REDACTED]

2.3 The Vendor's Registration No.

The Vendor is a registrant for the purposes of Part IX of the GST Legislation and whose registration number is [REDACTED].

2.4 The Purchaser's Registration No.

The Purchaser is a registrant for the purposes of Part IX of the GST Legislation and whose registration number is [REDACTED].

ARTICLE 3
ASSIGNMENT

3.1 Assignment

Each of the Vendor and Gage Co hereby sells, assigns, grants, conveys, transfers, and sets over unto the Purchaser its entire and exclusive right, title, and interest worldwide in and to the Gage Brand and any Derivative, and to all assets, contracts, rights, and obligations related thereto, including without limitation:

- (a) any trademark applications and registrations for the Gage Brand;
- (b) any common law rights in the Gage Brand or any variations thereof and any confusingly similar registered or unregistered rights thereto;
- (c) any goodwill attached or related to the Gage Brand;
- (d) the right to take action and recover in respect of any and all causes of action and rights to sue for past infringement or similar violations of associated intellectual property rights in the Gage Brand; and
- (e) the right to oppose any application to register any trademark which is or may be confusingly similar to the Gage Brand;

all to be held by the Purchaser, its successors and assigns, as fully and effectively as they would have been held by Gage Co had this assignment not been made.

3.2 Gage Brand Representations

Each of the Vendor and Gage Co represents, warrants and covenants that:

(a) each of the Vendor and Gage Co is sole beneficial (and where its interests are registered, the sole registered) owner of its right, title, and interest in the Gage Brand as set out herein, including all associated Intellectual Property Rights (other than as set out herein), and it has full right to convey such entire right, title, and interest;

(b) its portion of the Gage Brand is original;

(c) to the best of its knowledge and other than as set out below, the Gage Brand does not infringe or misappropriate any intellectual property right of any other person or entity;

(d) [REDACTED]

(e) it will not create or use any confusingly similar intellectual property to the Gage Brand [REDACTED].

3.3 Moral Rights

Gage Co acknowledges the existence of moral rights pursuant to the Copyright Act (Canada), and has waived or shall cause the owners of such moral rights to waive in respect of the Purchaser any and all moral rights in the Gage Brand and any Derivative.

3.4 Assignment Documents

Each of the Vendor and Gage Co shall execute any assignment in registrable form to effect the assignment of the Gage Brand with the Canadian Intellectual Property Office upon request by the Purchaser, its successors and assigns, and to recognize the Purchaser's rights, as the Purchaser of the Vendor's and Gage Co.'s entire right, title, and interest in and to the Gage Brand in Canada.

3.5 Registrations

Each of the Vendor and Gage Co, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Purchaser, its successors, and assigns, to obtain any and all registrations or renewals for the Gage Brand and to vest the same in the Purchaser, its successors, and assigns.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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- [REDACTED]

- [REDACTED]

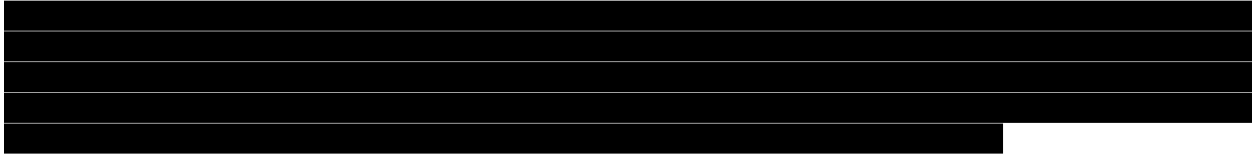
- [REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]



ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Vendor and Gage Co's Representations, Warranties and Covenants

Each of the Vendor and Gage Co represents, warrants and covenants to the Purchaser as follows:

- (a) It has good and sufficient power, authority and right to enter into and deliver this Agreement, to fully perform its obligations thereunder, and to transfer the legal and beneficial title and ownership of its portion of the Gage Brand to the Purchaser free and clear of all Encumbrances. All corporate action necessary to authorize the entering into and completion of this Agreement has been validly and properly taken.
- (b) This Agreement has been duly executed and delivered by it and is a valid and binding obligation of the Vendor or Gage Co, as applicable, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect that affect creditors' rights generally and by legal and equitable limitations on the availability of specific remedies.
- (c) It is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, provisions in its articles or by laws, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by or under which any default would occur as a result of the execution and delivery by it of this Agreement or the performance by it of any of the terms hereof.
- (d) It is not insolvent and no proceedings have been taken or authorized by it or by any other entity with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of it or with respect to any amalgamation, merger, consolidation, arrangement, receivership or reorganization of, or relating to, it or any subject of this Agreement nor, to the knowledge of it, have any such proceedings been threatened by any other entity. No encumbrancer has taken possession of any aspect of the Gage Brand and no execution or distress has become enforceable or levied upon any aspect of the Gage Brand.
- (e) There are no actions, suits, investigations, arbitration proceedings or other proceedings in progress, pending or threatened against or affecting it or the Gage Brand.
- (f) It is not a non-resident person within the meaning of section 116 of the Income Tax Act (Canada).

The foregoing representations, warranties, and covenants and those in Section 3.2 above shall be true and current at the Closing Date and shall remain in full force and effect for the benefit of the Purchaser, its successor and assigns in accordance with the provisions of Section 9.1 despite any investigation or due diligence performed by the Purchaser.

The Vendor and Gage Co acknowledge and agree that the Purchaser entered into this Agreement in reliance on these representations, warranties, and covenants which shall be enforceable by the Purchaser and shall survive any termination of the Agreement.

6.2 Purchaser's Representations, Warranties and Covenants

The Purchaser represents, warrants and covenants to the Vendor and Gage Co as follows:

- (a) The Purchaser has good and sufficient power, authority and right to enter into and deliver this Agreement and to fully perform its obligations thereunder. All corporate action necessary to authorize the entering into and completion of this Agreement has been validly and properly taken.
- (b) This Agreement has been duly executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect that affect creditors' rights generally and by legal and equitable limitations on the availability of specific remedies.

■ [REDACTED]

- (d) The Purchaser is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, provisions in its articles or by laws, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by or under which any default would occur as a result of the execution and delivery by it of this Agreement or the performance by it of any of the terms hereof.

- (e) The Purchaser is not a non-Canadian within the meaning of the Investment Canada Act.

■ [REDACTED]

The foregoing representations, warranties, and covenants shall be true and current at the Closing Date as if made at that time and shall remain in full force and effect for the benefit of the Vendor in accordance with the provisions of Section 9.1 despite any investigation or due diligence performed by the Vendor or Gage Co.

The Purchaser acknowledges and agrees that the Vendor and Gage Co entered into this Agreement in reliance on these representations, warranties, and covenants which shall be enforceable by the Vendor and Gage Co and shall survive any termination of the Agreement.

**ARTICLE 7
DELIVERY OF DOCUMENTS**

7.1 Vendor Delivery

On or before the Closing Date, the Vendor shall deliver, or cause to be delivered, to the Purchaser the following:

■ [REDACTED]

■ [REDACTED]

- (c) the Ancillary Documents and all other documents expressly contemplated by this Agreement or reasonably required by the Purchaser.

7.2 Purchaser Delivery

- (a) On or before the Closing Date the Purchaser shall deliver, or cause to be delivered, to the Vendor or the Vendor's solicitors (as the case may require) the following:

- (i) the cash payment aspect of the Purchase Price;

- [REDACTED]

- [REDACTED]

- (iv) the Ancillary Documents and all other documents expressly contemplated by this Agreement or reasonably required by the Vendor.

- (b) [REDACTED]
[REDACTED] the Purchaser shall issue the Subordinate Voting Shares to the Vendor and deliver, or cause to be delivered, a copy of the relevant share certificate to the Vendor or the Vendor's solicitors (as the case may require).

**ARTICLE 8
TERMINATION**

8.1 Termination

This Agreement may be terminated by mutual written consent of both Parties [REDACTED]
[REDACTED].

**ARTICLE 9
SURVIVAL AND INDEMNITY**

■ [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

9.2 Survival Period

The period during which the representations, warranties, agreements and covenants shall survive is referred to in this Agreement as the "**Survival Period**" and such representations, warranties, agreements and covenants shall be effective with respect to any inaccuracy therein or breach thereof (and a claim for indemnification under this Agreement may be made thereon) if a written notice asserting the claim shall have been duly given in accordance with this Article within the Survival Period with respect to such matter. Any claim for indemnification made during the Survival Period shall be valid and the representations, warranties, agreements and covenants relating thereto shall remain in effect for purposes of such indemnification notwithstanding such claim may not be resolved within the Survival Period.

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

9.5 Unauthorized Use

The Parties agree to notify each other of any unauthorized use of the Gage Brand that comes to their attention. The Purchaser shall have the first right to initiate and to prosecute legal proceedings against third parties for infringement of the Intellectual Property Rights in the Gage Brand. The Indemnifying Parties agree to co-operate fully with the Purchaser in any such proceedings as may be required by the Purchaser, and grants to the Purchaser the right to commence an action in its name or their names. In the event that the Purchaser refuses or neglects to bring such proceedings involving the Gage Brand within a reasonable period of time, the Indemnifying Parties may institute proceedings in their own name or names. The Purchaser agrees to co-operate fully with the Indemnifying Parties in any such proceedings as may be required by the Indemnifying Parties. Any legal proceedings initiated in accordance with this Article shall be prosecuted solely at the expense of the Party initiating the proceedings, and any damages awarded or otherwise obtained shall belong solely to the Party commencing the proceedings.

**ARTICLE 10
MISCELLANEOUS AND GENERAL PROVISIONS**

10.1 [REDACTED]

(b) Each of the Parties will execute and deliver all such further documents and instruments and do all acts and things as may be reasonably required, before or after the Closing Date, to give effect to this Agreement.

- (c) Nothing in this Agreement or in the relationship of the Parties shall be construed as in any sense creating a partnership among the Parties or as giving to any Party any of the rights or subjecting any Party to any of the creditors of the other Party.
- (d) Each of the Parties shall bear its own fees and expenses, including, but not limited to, legal, accounting and administrative fees and expenses, in connection with the negotiation and consummation of the Agreement.



- (f) This Agreement is available for the benefit of and is binding on the respective heirs, executors, administrators, successors and permitted assigns of the Parties.
- (g) This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and cancels and supersedes any prior understandings and agreements, including any letter of intent, between the Parties. There are no representations, warranties, covenants, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set out in this Agreement.
- (h) No amendment to this Agreement will be binding unless made in writing and by both of the Parties and no waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give it and, unless otherwise provided, will be limited to the specific breach waived. No waiver made with respect to any instance involving the exercise of any right will be deemed to be a waiver with respect to any other instance involving the exercise of such right or with respect to any other right.
- (i) This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

ARTICLE 11
NOTICES

11.1 Notice

All notices or other communication required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by fax to the following addresses or such other addresses as may be provided by a Party from time to time:

To the Purchaser at:

[REDACTED]

To the Vendor and to Gage Co at:

[REDACTED]

Any such communication will be deemed to have been given and received:

- (a) If delivered, on the day of delivery unless that day is not a Business Day, in which case the communication will be deemed to have been given and received on the next Business Day.
- (b) If faxed, on the date that the transmission was successfully completed as evidenced by the sender's written fax confirmation records unless that day is not a Business Day, in which case the communication will be deemed to have been given and received on the next Business Day.

ARTICLE 12
COUNTERPARTS

12.1 Counterparts

This Agreement may be signed and delivered in counterparts, each of which will be considered to be an original, and all of which together will constitute one and the same instrument. A faxed or electronic copy shall be considered an original.

[Signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the date first written above.

WOLVERINE PARTNERS CORP.



Per: _____

Name: Fabian Monaco

Title: President

I have authority to bind the Corporation

RADICLE CANNABIS HOLDINGS INC.

Per: _____

Name:

Title: Chief Executive Officer

I have authority to bind the Corporation

GAGE CO. INC.

Per: _____

Name:

Title:

I have authority to bind the Corporation

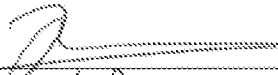
[Signature page to Asset Purchase Agreement]

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the date first written above.

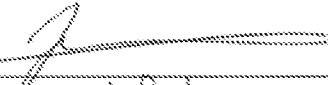
WOLVERINE PARTNERS CORP.

Per: _____
Name: Fabian Monaco
Title: President
I have authority to bind the Corporation

RADICLE CANNABIS HOLDINGS INC.

Per:  _____
Name: Ziad Reda
Title: Chief Executive Officer
I have authority to bind the Corporation

GAGE CO. INC.

Per:  _____
Name: Ziad Reda
Title: President
I have authority to bind the Corporation