

## ASSIGNMENT, MUTUAL WAIVER AND RELEASE AGREEMENT

This Assignment, Mutual Waiver and Release Agreement (this “**Agreement**”) is made and entered into effective as of December 23, 2019 (the “**Effective Date**”), by and among PureKana, LLC, a Delaware limited liability company (the “**Company**”), Cody Alt, Jeff Yauck (such individuals, together with the Company, the “**PureKana Parties**”) and Omni Commerce Corp., a British Columbia company (“**Omni**”, and together with the PureKana Parties, the “**Parties**”).

### RECITAL

The PureKana Parties and Omni entered into that certain Letter Agreement dated July 30, 2018, as amended on August 30, 2018 and September 28, 2018 (the “**Letter Agreement**”), which contemplated the purchase of all of the outstanding ownership interests of the Company by Omni or its affiliate subject to, *inter alia*, the fulfillment of certain conditions (the “**Proposed Acquisition**”) by December 31, 2018 (the “**Termination Date**”). In September, 2018, Omni filed a U.S. federal trademark application to register the mark “PUREKANA” (Serial No. 88129568) (the “**Trademark Application**”). The Proposed Acquisition was not consummated by the Termination Date.

With a view to closure and resolution of their past dealings, the Parties desire to execute this Agreement, together with the Trademark Assignment attached hereto as Attachment A.

Now therefore, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### AGREEMENT

1. Break-Fee. Simultaneous with the execution and delivery of this Agreement, the Company shall pay to Omni a break fee in the amount of [Redacted – Commercially Sensitive Information] (the “**Break Fee**”) by wire in immediately available funds to an account designated by Omni, in connection with the termination of the Letter Agreement by the PureKana Parties.

2. Trademark Assignment. Simultaneous with the execution and delivery of this Agreement, Omni shall deliver to the Company the executed Trademark Assignment attached hereto as Attachment A.

3. Waiver and Release by the PureKana Parties. In consideration of the execution and delivery of the Trademark Assignment by Omni and the waiver and release in Section 4 hereof, each of the PureKana Parties hereby unconditionally and irrevocably forever waives, releases, remises and discharges Omni and all of its past, present and future successors, assigns, affiliates, subsidiaries and associated companies along with their past, present and future officers, directors, employees, agents, insurers, personal representatives, principals and assigns (each, an “**Omni Releasee**,” and collectively the “**Omni Releasees**”) in full from any and all obligations under, or directly or indirectly related to, or arising out of or in connection with, the Letter Agreement or the Trademark Application. In addition, other than with respect to the obligations set forth in this Agreement, each of the PureKana Parties hereby unconditionally and irrevocably forever waives, releases, remises and discharges each Omni Releasee in full from any and all causes of action, actions, claims, demands, suits, contracts, agreements, damages, debts, sums of money, losses, interest, indemnity, liabilities, expenses and judgments of any kind or nature whatsoever, in law, contract, tort, statute, in equity or otherwise, whether known or unknown, absolute or contingent, suspected or disclosed (collectively, the “**PureKana Claims**”), that the PureKana Parties ever had, now have or can hereafter have against such Omni Releasees arising directly or indirectly out of or in

connection with any cause, matter or thing whatsoever related to or arising out of the Letter Agreement, the Trademark Application or the Trademark Assignment.

4. Waiver and Release by Omni. In consideration of the payment of the Break Fee and the waiver and release in Section 3 hereof, Omni hereby unconditionally and irrevocably forever waives, releases, remises and discharges each of the PureKana Parties and, as applicable, all of their past, present and future respective successors, assigns, affiliates, subsidiaries and associated companies along with their past, present and future officers, directors, employees, agents, insurers, personal representatives, principals and assigns, as applicable (each, a “**PureKana Releasee**,” and collectively the “**PureKana Releasees**”) in full from any and all obligations under, or directly or indirectly related to, or arising out of or in connection with, the Letter Agreement or the Trademark Application. In addition, other than with respect to the obligations set forth in this Agreement, Omni hereby unconditionally and irrevocably forever waives, releases, remises and discharges each PureKana Releasee in full from any and all causes of action, actions, claims, demands, suits, contracts, agreements, damages, debts, sums of money, losses, interest, indemnity, liabilities, expenses and judgments of any kind or nature whatsoever, in law, contract, tort, statute, in equity or otherwise, whether known or unknown, absolute or contingent, suspected or disclosed (collectively, the “**Omni Claims**”), that Omni ever had, now has or can hereafter have against such PureKana Releasees arising directly or indirectly out of or in connection with any cause, matter or thing whatsoever related to or arising out of the Letter Agreement, the Trademark Application or the Trademark Assignment.

5. Claims. Each of the Parties hereto, as applicable, hereby confirms that it is not aware of any PureKana Claim or Omni Claim, or any basis for any PureKana Claim or Omni Claim, as against the Omni Releasees or PureKana Releasees, as applicable, as of the date hereof.

6. Non-Disparagement.

(a) Each of the PureKana Parties agrees not to, on its own behalf or on behalf of or in connection with any third party, directly or indirectly, in any capacity whatsoever, engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitation the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of Omni or any of its affiliates, officers, directors, employees, consultants or advisors (as applicable).

(b) Omni agrees not to, on its own behalf or on behalf of or in connection with any third party, directly or indirectly, in any capacity whatsoever, engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitation the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the PureKana Parties or any of their respective affiliates, officers, directors, employees, consultants or advisors (as applicable).

7. General Provisions. This Agreement and the Trademark Assignment shall be governed in all respects by the laws of the Province of British Columbia, Canada without regard to such province’s choice of law principles. Each Party irrevocably consents to the exclusive personal jurisdiction and venue of the federal and provincial courts located in the Province of British Columbia, Canada for any matter arising out of or related to this Agreement and the Trademark Assignment. If any provision of this Agreement or the Trademark Assignment is deemed to be unenforceable, invalid or illegal, (i) that provision shall be deemed amended to achieve as nearly as possible the same effect as the original provisions, and (ii) the legality, validity and enforceability of the remainder of this Agreement and the

Trademark Assignment, as applicable, shall not be affected thereby. In any action, suit or other proceeding to enforce any right or remedy under this Agreement or the Trademark Assignment or to interpret any of their respective provisions, the substantially prevailing party shall be entitled to recover its costs and expenses reasonably incurred in connection therewith. Each Party represents and warrants that it has full authority to enter into this Agreement and the Trademark Assignment, as applicable, and to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement and the Trademark Assignment contain the entire agreement between the Parties and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement and the Trademark Assignment, and shall be binding upon the Parties' heirs, successors and assigns, as applicable. This Agreement and the Trademark Assignment may each be executed in one or more counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this Agreement and the Trademark Assignment by email, or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement and the Trademark Assignment as of the date of successful transmission.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**THE PUREKANA PARTIES:**

PUREKANA, LLC, a Delaware limited liability  
company

By: *"Jeff Yauck"*  
Name: Jeff Yauck  
Its:

**OMNI:**

OMNI COMMERCE CORP.

By: *"Alan Reynolds"*  
Name: Alan Reynolds  
Its:

CODY ALT

*"Cody Alt"*

JEFF YAUCK

*"Jeff Yauck"*

**ATTACHMENT A**

**[Redacted – Commercially Sensitive Information]**