

INTELLECTUAL PROPERTY ASSIGNMENT TO CORPORATION

THIS AGREEMENT is made as of the 29 day of April, 2020.

BETWEEN:

CANNDORA DELIVERY LTD., a corporation governed by the laws of the Province of British Columbia

(the “**Corporation**”)

AND:

David Jenkins., a businessperson from Vancouver, British Columbia

(the “**Assignor**”)

RECITALS

A. At the time of the incorporation of the Corporation, the Assignor was the owner of or held proprietary rights in relation to intellectual property identified in Schedule “A” and related to the Corporation’s application that provides delivery services of cannabis and cannabis products by connecting registered medical and recreational cannabis consumers with dispensaries (collectively, the “**Assigned Intellectual Property**”), which Assigned Intellectual Property was developed in contemplation of being used, either directly or indirectly, by the Corporation in connection with carrying on the business of the Corporation.

B. Assignor understands that the Corporation respects third party proprietary rights and does not desire to acquire any trade secrets or confidential information of third parties for which disclosure has not been requested by Corporation and authorized by such third party. Assignor represents and warrants to the Corporation that: (a) he is not under any pre-existing obligation inconsistent with the terms of this instrument; (b) to the best of his knowledge, the Assigned Intellectual Property is his original work, free and clear of any claims or encumbrances of any kind, and, to the best of his knowledge, will not infringe any patent, copyright or other proprietary right or violate a trade secret of any person or entity; (c) his delivery of this instrument has not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations he has to any third party; and (d) he has not authorized any third party to use, or granted any option to acquire any rights to or licenses to use any of the Intellectual Property, nor has he covenanted or agreed with any third party not to sue or otherwise enforce any legal rights with respect to any of the Assigned Intellectual Property. The representations and warranties of this paragraph B shall survive the date of this instrument.

C. The Assignor is a shareholder of the Corporation.

D. The Assignor and the Corporation have agreed that the assignment of the Assigned Intellectual Property, which was held or owned, in any form or manner whatsoever, by the

Assignor is material to the business of the Corporation and was intended at all material times by the parties to be assigned by the Assignor to the Corporation.

NOW THEREFORE, in consideration of the sum of 3,000,000 Common Shares of the Corporation at a price of CAD \$0.3333333 per Common Share, the receipt and adequacy of which is hereby acknowledged, the Corporation and the Assignor hereby agree that:

1. The Assignor acknowledges that in the Assignor's capacity as a substantial shareholder of the Corporation, he will benefit from this assignment of the Assigned Intellectual Property.
2. The Assignor hereby sells, assigns and transfers unto the Corporation, all his right, title and interest, in and to the Assigned Intellectual Property created or owned in any form or manner whatsoever by him prior to the date of the incorporation of the Corporation. To the extent that any such Assigned Intellectual Property is not assignable or transferable to the Corporation ("**Non-assignable IP**"), the Assignor hereby grants to the Corporation a non-exclusive, royalty-free, irrevocable, perpetual, world- wide license to make, have made, modify, manufacture, reproduce, sub-license, use and sell such Non- assignable IP, and any residual rights the Assignor holds in the Non-assignable IP will be held by him in trust for the sole benefit of the Corporation. The Assignor will convey, transfer, dispose of and otherwise deal with the Non-assignable IP (including the execution and delivery of all documents and other instruments relating to the Non-assignable IP) in such a manner as the Corporation shall from time to time direct.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first mentioned above.

[SIGNATURE PAGE FOLLOWS]

CANNODORA DELIVERY LTD.

Per: *"David Jenkins"*
Authorized Signatory

SIGNED, SEALED and DELIVERED by)
David Jenkins in the presence of:)

_____)
Name)

_____)
Address)

_____)

_____)
Occupation)

"David Jenkins"
DAVID JENKINS

Schedule “A”

Assigned Intellectual Property

Definition of “Code”

“Code” means the computer programs, software and/or source code data underlying, and forming the basis for, the application owned and developed by Canndora Delivery Ltd. that allows users to access a web-based application and online platform that provides delivery services of cannabis and cannabis products by connecting registered medical and recreational cannabis consumers with dispensaries.

Intellectual Property - General

The following is a complete list of all the Intellectual Property over which the Company exclusively owns and possesses valid and enforceable rights, title and interest in:

1. All Intellectual Property related to the Code, including all names, marks, copyright, trade dress, design, graphic user interface and animated effects.
2. All related rights to copyright and trademark, as provided for under applicable laws, although none are currently registered or filed.

(the “Assigned Intellectual Property”)