

THIRD AMENDMENT TO EQUITY PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO EQUITY PURCHASE AGREEMENT (this “Amendment”), dated as of March 6, 2019 (the “Effective Date”), is entered into by and among Mark Smith, Daniel Griffin (each, “Seller” and together, the Sellers), Mark Smith, in his capacity as Sellers’ Representative (the “Sellers’ Representative”), Cannapunch of Nevada LLC, a Nevada limited liability company (the “Company”), CSAC Acquisition Inc., a Nevada corporation (“Buyer”), and Cannabis Strategies Acquisition Corp, an Ontario corporation (the “SPAC”). Sellers, the Company, Buyer, and the SPAC being sometimes referred to individually as a “Party” and collectively, as the “Parties.”

RECITALS:

A. The Parties have entered into an Equity Purchase Agreement dated as of October 17, 2018 (the “Purchase Agreement”), a First Amendment to the Equity Purchase Agreement dated October 31, 2018 and a Second Amendment to the Equity Purchase Agreement dated February 25, 2019 (collectively, the “Prior Amendments”). Each capitalized term used but not defined in this Amendment shall have the meaning assigned in the Purchase Agreement.

B. The Parties now desire to amend the Purchase Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Intellectual Property.** Section 4.12(a) shall be deleted in its entirety and replaced with the following:

“Schedule 4.12 of the Company Disclosure Schedules sets forth a list of: (i) all patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, certification marks, collective marks, logos, symbols, slogans, trade dress, trade names (including social network user account names), corporate names, domain names, other source or business identifiers (and all translations, adaptations, derivations and combinations of the foregoing), together with all of the goodwill of the business associated with each of the foregoing owned or used by the Company in connection with its business; (ii) all patents, patent applications, common law trademarks, trademark applications and trademark registrations licensed to the Company by a third party; and (iii) all licenses pursuant to which any material Intellectual Property of the Company is licensed or sublicensed to a third party (other than commercially available shrink-wrap or click-through end-user license agreements); (iv) works of authorship and other copyrightable subject matter, whether registered or unregistered, and whether or not published, including copyrights, (and all translations, derivative works, adaptations, compilations, and combinations of the foregoing), and (v) any other intellectual property assets that will be transferred to Buyer hereunder and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including, without limitation, rights to recover for past, present and future violations thereof. The Company has not received written notice from any third party

regarding any assertion or claim challenging the validity of any Intellectual Property used in the Business; and the Company has not received written notice from any third party regarding any actual or potential infringement by the Company of any Intellectual Property of any third party.”

2. **Schedule 4.12.** Schedule 4.12 of the Company Disclosure Schedule is deleted in its entirety and replaced with the schedule attached hereto as Exhibit A.

3. **Ratification.** The Parties agree that the Purchase Agreement (as amended by this Amendment) remains in full force and effect in accordance with its terms except as expressly modified by this Amendment, and binding upon the Parties.

4. **Counterparts and Electronic Signatures.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any manual signature upon this Amendment that is faxed, scanned or photocopied and delivered electronically shall for all purposes have the same validity, legal effect and admissibility in evidence as an original signature and the Parties hereby waive any objection to the contrary.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the Effective Date.

SELLERS

Mark Smith

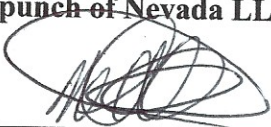


Daniel Griffin



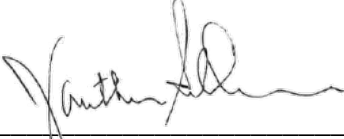
COMPANY

Cannapunch of Nevada LLC

By: 
Name: MARK SMITH
Title: CEO

BUYER

CSAC ACQUISITION INC.

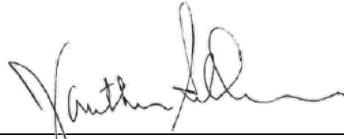
By:  _____

Name: Jonathan Sandelman

Title: President

SPAC

CANNABIS STRATEGIES ACQUISITION CORP.

By:  _____

Name: Jonathan Sandelman

Title: CEO

EXHIBIT A

See attached

SCHEDULE 4.12

INTELLECTUAL PROPERTY

1. All right, title and interest in and to the following common law trademarks and servicemarks, including without limitation, any associated intellectual property rights:
 - a. Cannapunch
 - b. Highly Edibles
 - c. Dutch Girl Chocolates
 - d. Nordic Goddess
 - e. Tumbleweed
 - f. Tumbleweed Extracts

2. All right, title and interest in and to the following Colorado state trademarks and servicemarks registrations, including without limitation, any associated intellectual property rights:

<u>Number</u>	<u>Registration</u>	<u>Registrant</u>	<u>Trademark / Servicemark</u>
20151461493	07-20-2015	Green Cross Colorado LLC	CannaPunch
20181922130	11-26-2018	Daniel V. Griffin	Nordic Goddess