
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)

Unrivaled Brands, Inc.

(Name of Issuer)

Common Stock, \$0.001 par value

(Title of Class of Securities)

91532E 105

(CUSIP Number)

**Nicholas Kovacevich
C/O Unrivaled Brands, Inc.
3242 Halladay St., Suite 202
Santa Ana, CA 92705
(888) 909-5564**

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

July 1, 2021

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Names of Reporting Persons Nicholas Kovacevich
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds OO (See Item 3)
5.	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) b <input type="checkbox"/>
6.	Citizenship or Place of Organization United States of America

Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 6,276,101 ⁽¹⁾
	8.	Shared Voting Power 22,029,959 ⁽²⁾
	9.	Sole Dispositive Power 6,276,101 ⁽¹⁾
	10.	Shared Dispositive Power 22,029,959 ⁽²⁾

11.	Aggregate Amount Beneficially Owned by Each Reporting Person 28,306,060 ⁽²⁾
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11) 6.2% ⁽³⁾
14.	Type of Reporting Person (See Instructions) IN

- (1) Consists of 650,000 shares of Common Stock held individually, 955,459 shares of Common Stock held by Rutherford NC Revocable Trust ("Trust"), and up to 4,670,642 shares of Common Stock issuable upon exercise of the common warrants issued in July 2021 and held by the Trust that are exercisable within 60 days of the date hereof.
- (2) Consists of 19,260,742 shares of Common Stock held by Alpha West Holdings Inc. ("Alpha") and up to 2,769,217 shares of Common Stock issuable upon exercise of the common warrants issued in July 2021 and held by Alpha that are exercisable within 60 days of the date hereof. Mr. Kovacevich disclaims beneficial ownership with respect to the shares and warrants held by Alpha except to the extent of his pecuniary interest therein.
- (3) Based on 449,444,455 shares of Common Stock outstanding as of the close of business on July 1, 2021, plus 7,439,859 shares of Common Stock issuable upon exercise of the warrants described in footnotes (1) and (2) above.

1.	Names of Reporting Persons Rutherford NC Revocable Trust
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds OO (See Item 3)
5.	Check box if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) b <input type="checkbox"/>
6.	Citizenship or Place of Organization United States of America

Number of Shares Beneficially Owned by Each Reporting Person With:	7.	Sole Voting Power 5,626,101 ⁽¹⁾
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 5,626,101 ⁽¹⁾
	10.	Shared Dispositive Power 0

11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,626,101 ⁽¹⁾
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11) 1.2% ⁽²⁾
14.	Type of Reporting Person (See Instructions) OO

(1) Consists of 955,459 shares of Common Stock held by the Trust, and up to 4,670,642 shares of Common Stock issuable upon exercise of common warrants issued in July 2021 and held by the Trust that are exercisable within 60 days of the date hereof.

(2) Based on 449,444,455 shares of Common Stock outstanding as of the close of business on July 1, 2021, plus 4,670,642 shares of Common Stock issuable upon exercise of the warrants described in footnote (1) above.

Item 1. Security and Issuer.

This Statement of Beneficial Ownership on Schedule 13D (the "*Schedule 13D*") relates to the shares of common stock, \$0.001 par value per share (the "*Common Stock*") of Unrivald Brands, Inc., a Nevada corporation (the "*Issuer*"). The Issuer maintains its principal executive office at 3242 S. Halladay St., Suite 202, Santa Ana, California 92705.

Item 2. Identity and Background.

This statement is filed by Mr. Nicholas Kovacevich and Rutherford NC Revocable Trust (the "*Trust*") (each, a "*Reporting Person*" and together, the "*Reporting Persons*") with respect to shares of Common Stock that they may be deemed to have beneficial ownership.

Mr. Kovacevich's principal occupation is serving as a business executive and as Chairman of the Issuer's Board of Directors. The principal occupation of the Trust is asset management.

Mr. Kovacevich is a citizen of the United States of America, and his principal business address is c/o Unrivald Brands, Inc. 3242 S. Halladay St., Suite 202, Santa Ana, California 92705. The Trust is organized under the laws of the State of Nevada, and has a principal business address of 4465 S. Jones Blvd., Las Vegas, NV 89103.

During the last five years, the Reporting Persons have not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, the Reporting Persons have not been a party to any other civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

The securities reported in this statement were acquired by the Trust and Alpha West Holdings Inc. ("*Alpha*") in connection with the Issuer's acquisition of UMBRLA, Inc., a Nevada corporation ("*UMBRLA*"), pursuant to a Plan of Merger, dated as of March 2, 2021, whereby a wholly owned subsidiary of the Issuer merged with and into UMBRLA (the "*Merger*"), with UMBRLA surviving the Merger as a wholly owned subsidiary of the Issuer. The Merger was completed on July 1, 2021, whereby each share of UMBRLA common stock outstanding and directly or indirectly held by the Reporting Persons was converted into the right to receive 1.5386 shares of the Issuer's common stock (the "*Exchange Ratio*"). Concurrently, the Issuer assumed UMBRLA warrants directly or indirectly held by the Reporting Persons, which were converted into warrants exercisable for shares of the Issuer's common stock as calculated based on the Exchange Ratio.

Item 4. Purpose of the Transaction.

The information set forth in Item 3 of this Schedule 13D is incorporated by reference in its entirety into this Item 4. As described in Item 3 above, the Reporting Persons acquired their securities reported herein as a result of the Merger.

Item 5. Interest in Securities of the Issuer.

(a) Mr. Kovacevich may be deemed to beneficially own an aggregate of 28,306,060 shares of Common Stock as of July 1, 2021, equal to approximately 6.2% of the outstanding shares of Common Stock, which includes 650,000 shares of Common Stock held individually, 955,459 shares of Common Stock held by the Trust, and up to 4,670,642 shares of Common Stock issuable upon exercise of the common warrants issued in July 2021 and held by the Trust, and 19,260,742 shares of Common Stock held by Alpha, of which he is a stockholder, and up to 2,769,217 shares of Common Stock issuable upon exercise of the common warrants issued in July 2021 and held by Alpha, provided that Mr. Kovacevich disclaims beneficial ownership with respect to the shares of Common Stock held by Alpha except to the extent of his pecuniary interest therein.

The Trust holds approximately 1.2% of the outstanding shares of Common Stock.

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Each percentage ownership of Common Stock set forth in this Schedule 13D is based on the 449,444,455 shares of Common Stock outstanding as of the close of business on July 1, 2021, plus any immediately exercisable warrants held by each respective Reporting Person.

(b) Mr. Kovacevich may be deemed to beneficially hold, and have the sole power to direct the voting and disposition of, the shares of Common Stock disclosed as directly held by Trust. Mr. Kovacevich may be deemed to beneficially hold, and have the shared power to direct the voting and disposition of, the shares of Common Stock disclosed as directly held by Alpha.

(c) None.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The information set forth in Items 3, 4, and 5 above is incorporated herein by reference.

In connection with the Merger, Mr. Kovacevich entered into a lock-up agreement, pursuant to which he agreed, subject to certain exceptions, not to sell, transfer or otherwise convey any of the Issuer's securities held by him for a certain period ending on January 24, 2022.

Item 7. Material to be Filed as Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1	Agreement and Plan of Merger, dated as of March 2, 2021 (filed as Exhibit 2.1 to the Issuer's Current Report on Form 8-K, as filed with the Commission on March 3, 2021, and incorporated herein by reference).
4.1	Form of Warrant
10.1	Form of Lockup Agreement (filed as Exhibit 10.1 to the Issuer's Current Report on Form 8-K, as filed with the Commission on March 3, 2021, and incorporated herein by reference).
99.1	Joint Filing Agreement, dated as of July 27, 2021, by and between Nicholas Kovacevich and the Rutherford NC Revocable Trust.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: July 27, 2021

Nicholas Kovacevich

/s/ Nicholas Kovacevich

Name: Nicholas Kovacevich

Rutherford NC Revocable Trust

By: */s/ Nicholas Kovacevich*

Name: Nicholas Kovacevich

Title: Trustee

THIS AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER ANY SECURITIES LAW, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER ANY SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

WARRANT TO PURCHASE COMMON STOCK

Company: UMBRLA, Inc., a Nevada corporation

Holder:

Number of Shares:

Class of Stock: Common Stock

Initial Exercise Price: \$0 per share

Issue Date:

Expiration Date:

This Warrant certifies that, for good and valuable consideration, Holder, is entitled to purchase from the Company, until 5:00 p.m. Pacific Time, on the Expiration Date set forth above, the number of fully paid and nonassessable shares of the class of stock (the "**Shares**") of the Company at the Initial Exercise Price per Share (the "**Warrant Price**"), all as set forth above and as adjusted pursuant to Section 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant.

1. EXERCISE.

1.1 Method of Exercise. Holder may exercise this Warrant by delivering a duly executed Notice of Exercise in substantially the form attached as Exhibit A to the principal office of the Company as well as a joinder agreement to such stockholder agreement or similar agreement as may be in place at the time of such exercise. This Warrant may be exercised in whole or in part and Holder shall also deliver to the Company a check or wire transfer for the aggregate Warrant Price for the Shares being purchased.

1.2 Delivery of Certificate and New Warrant. Promptly after Holder exercises this Warrant, the Company shall deliver to Holder certificates for the Shares acquired and, if this Warrant has not been fully exercised or converted and has not expired, this Warrant shall automatically be reduced by the number of Shares issued and remain exercisable for such remaining Shares not so acquired, and all other terms of the Warrant shall otherwise remain in full force and effect as so adjusted. Upon final exercise of this Warrant for any such remaining number of Shares, this Warrant shall be surrendered by the Holder to the Company for cancellation.

1.3 Replacement of Warrants. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of mutilation, or surrender and cancellation of this Warrant, the Company at its expense shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor.

1.4 Sale, Merger, Consolidation or Liquidation of the Company.

1.4.1 "Acquisition". For the purpose of this Warrant, "**Acquisition**" means (a) any sale or exchange of the capital stock by the shareholders of the Company in one transaction or series of related transactions where more than 50% of the outstanding voting power of the Company is acquired by a person or entity or group of related persons or entities; or (b) any reorganization, consolidation, merger or similar transaction or series of related transactions (each, a "**combination transaction**") in which the Company is a constituent corporation or is a party if, as a result of such combination transaction, the voting securities of the Company that are outstanding immediately prior to the consummation of such combination transaction (other than any such securities that are held by an "Acquiring Shareholder", as defined below) do not represent, or are not converted into, securities of the surviving corporation or resulting company of such combination transaction (or such surviving corporation's parent corporation if the surviving corporation is owned by the parent corporation) that, immediately after the consummation of such combination transaction, together possess at least fifty percent (50%) of the total voting power of all securities of such surviving corporation (or its parent corporation, if applicable) that are outstanding immediately after the consummation of such combination transaction, including securities of such surviving corporation (or its parent corporation, if applicable) that are held by the Acquiring Shareholder; or (c) a sale or other transfer of all or substantially all of the assets of the Company, that is followed by the distribution of the proceeds to the Company's shareholders. For purposes of this Section 1.4.1, an "**Acquiring Shareholder**" means a shareholder or shareholders of the Company that (i) merges or combines with the Company in such combination transaction or (ii) owns or controls a majority of another corporation that merges or combines with the Company in such combination transaction.

1.4.2 Assumption of Warrant. Upon the closing of any Acquisition where the consideration for the Acquisition to be received by the Company's shareholders consists solely or in part of stock or securities of the acquirer or an entity affiliated with the acquirer, the successor entity shall assume the obligations of this Warrant, and this Warrant shall be exercisable for the same securities as would be payable for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on the record date for the Acquisition and subsequent closing thereof. The Warrant Price shall be adjusted accordingly.

1.4.3 Termination of Warrant. In the case of (a) an Acquisition where the consideration for the Acquisition to be received by the Company's shareholders in return for their capital stock of the Company consists of cash or a combination of cash and other property (other than stock or securities of the Acquirer) or (b) the proposed liquidation and dissolution of the Company, the Company shall give Holder at least (30) days advance written notice of such event (the "**Company Notice**"), which notice shall include the Company's best estimate of the value of the Shares receivable upon exercise or conversion of this Warrant and the proposed date upon which such event is expected to occur. During such notice period, Holder may exercise or convert this Warrant in accordance with its terms, whether or not exercise or conversion is contingent upon the happening of such event and/or existence of a minimum value of the Shares receivable upon exercise or conversion as provided on Holder's exercise notice; provided that such minimum value shall be no greater than the per share price set forth in the Company Notice. Subject to prior exercise or conversion as provided in the preceding sentence, this Warrant will terminate at 5:00 p.m. Pacific Time on the day prior to the date such event is expected to occur as set forth in the Company Notice; provided that (a) the Company Notice of the proposed event is actually received by Holder, as evidenced by a return receipt of certified mail delivery, a certificate of delivery by hand delivery or written verification of delivery from the overnight courier, and (b) the event actually occurs within (30) days after the date it is expected to occur, as such date was specified in the Company Notice.

2. ADJUSTMENTS TO THE SHARES.

2.1 Stock Dividends, Splits, Etc. If the Company declares or pays a dividend on the outstanding shares of the Company's Common Stock payable in shares of the Company's Common Stock or other securities of the Company or subdivides or combines the outstanding shares of the Company's Common Stock, then upon exercise or conversion of this Warrant, Holder shall receive, without cost to Holder, the total number and kind of securities to which Holder would have been entitled had Holder owned the Shares of record as of the date the dividend, subdivision or combination occurred.

2.2 Reclassification, Exchange or Substitution. Upon any reclassification, exchange, substitution, or other event that results in a change of the number and/or class of the securities issuable upon exercise or conversion of this Warrant (other than a merger, consolidation or recapitalization described in Section 1.4 above or a stock dividend, split, etc. described in Section 2.1 above), Holder shall be entitled to receive, upon exercise or conversion of this Warrant, the number and kind of securities and property that Holder would have received for the Shares if this Warrant had been exercised immediately before such reclassification, exchange, substitution or other event. The Company or its successor shall promptly issue to Holder a new Warrant for such new securities or other property. The new Warrant shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 2 including, without limitation, appropriate adjustments to the Warrant Price and to the number of securities or property issuable upon exercise or conversion of the new Warrant.

2.3 Adjustments of Warrant Price. If the outstanding Shares are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased. If the outstanding Shares are divided by reclassification or otherwise, into a greater number of shares, the Warrant Price shall be proportionately decreased.

2.4 Adjustment is Cumulative. The provisions of this Section 2 shall similarly apply to successive, stock dividends, stock splits or combinations, reclassifications, exchanges, substitutions, or other events.

2.5 No Impairment. The Company shall not, by amendment of its organizational documents or through a reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Warrant by the Company, but shall at all times in good faith assist in carrying out of all the provisions of this Section 2 and in taking all such action as may be necessary or appropriate to protect Holder's rights under this Section against impairment.

2.6 Fractional Shares. No fractional Shares shall be issuable upon exercise or conversion of the Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional share interest arises upon any exercise or conversion of the Warrant, the Company shall eliminate such fractional Share interest by paying Holder an amount by check computed by multiplying the fractional interest by the fair market value of a full Share.

2.7 Certificate as to Adjustments. Upon each adjustment of the Warrant Price, the Company at its expense shall compute such adjustment, and furnish Holder with a certificate of its Chief Financial Officer setting forth such adjustment and the facts upon which such adjustment is based. The Company shall, upon written request, furnish Holder a certificate setting forth the Warrant Price in effect upon the date thereof and the series of adjustments leading to such Warrant Price.

3. REPRESENTATIONS AND COVENANTS OF THE COMPANY.

3.1 Representations and Warranties. The Company hereby represents and warrants to the Holder that all Shares which may be issued upon the exercise of the purchase right represented by this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and nonassessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable securities laws.

4. REPRESENTATIONS OF HOLDER: TRANSFER.

4.1 Representations. Holder hereby represents and warrants to the Company as follows. Holder is a sophisticated investor having such knowledge and experience in business and investment matters that Holder is capable of protecting Holder's own interests in connection with the acquisition, exercise or disposition of this Warrant. Holder is aware that this Warrant and the Shares are being, or will be, issued to Holder in reliance upon Holder's representation in this Section 4 and that such securities are restricted securities that cannot be publicly sold except in certain prescribed situations. Holder has received such information about the Company as Holder deems reasonable, has had the opportunity to ask questions and receive answers from the Company with respect to its business, assets, prospects and financial condition and has verified any answers Holder has received from the Company with independent third parties to the extent Holder deems necessary. The Holder of this Warrant, by acceptance hereof, acknowledges this Warrant and the Shares to be issued upon exercise hereof or conversion thereof are being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder will not offer, sell or otherwise dispose of this Warrant or any Shares to be issued upon exercise hereof or conversion thereof except under circumstances that will not result in a violation of the securities laws.

4.2 Legends. This Warrant the certificates representing and the Shares (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) shall be imprinted with a legend setting forth the applicable restrictions on transfers and market-standoff restrictions.

4.3 Restriction on Transfer and Compliance with Securities Laws on Transfer. This Warrant shall not be transferred in whole or in part, provided, however, that Holder may transfer the Warrant in whole or in part to an Affiliate of the Holder ("Affiliate" is as defined in Rule 405 of the Securities Act of 1933, as amended). Further, this Warrant and the Shares issuable upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part without compliance with applicable securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require Holder to provide an opinion of counsel if the transfer is to the shareholders or constituent partners of Holders by way of dividend or distribution to all of the same, and the Company is provided with a copy of Holder's notice of proposed sale and/or transfer.

4.4 Transfer Procedure. Subject to the provisions of Section 4.3, Holder may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or the securities issuable, directly or indirectly, upon conversion of the Shares, if any) by giving the Company a written notice of the portion of the Warrant or such Shares (or such securities) being transferred, such notice setting forth the name, address and taxpayer identification number of the transferee, and, with respect to the Warrant, surrendering this Warrant to the Company for reissuance to the transferee(s) (and to the new Warrant Holder for any remaining Shares, if applicable). The Company shall have the right to refuse to transfer any portion of this Warrant to any person who directly competes with the Company.

4.5 Market Standoff. The Holder agrees in connection with any registration of the Company's securities, upon the request of the underwriters managing any registered public offering of the Company's securities, Holder will not sell or otherwise dispose of any Shares or any other securities of the Company without the prior written consent of such managing underwriters, for a period of time (not to exceed one hundred eighty (180) days) after the effective date of such registration requested by such managing underwriters subject to all restrictions as the managing underwriters may specify generally. Holder further agrees to enter into any agreement reasonably required by the underwriters to implement the foregoing.

In order to enforce the foregoing covenant, the Company shall have the right to place restrictive legends on the certificates representing the Shares subject to this Section and to impose stop transfer instructions with respect to the Registrable Securities and such other shares of stock of Holder until the end of such period.

5. GENERAL PROVISIONS.

5.1 Notices. Any and all notices required or permitted to be given to a party pursuant to the provisions of this Warrant will be in writing and will be effective and deemed to provide such party sufficient notice under this Warrant on the earliest of the following: (i) at the time of personal delivery, if delivery is in person; (ii) at the time of transmission by facsimile, addressed to the other party at its facsimile number specified herein (or hereafter modified by subsequent notice to the parties hereto), with confirmation of receipt made by both telephone and printed confirmation sheet verifying successful transmission of the facsimile; or (iii) two (2) business days after such deposit for, with proof of delivery from the courier requested.

5.2 Attorneys Fees. In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

5.3 Governing Law. This Warrant will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to that body of laws pertaining to conflict of laws.

5.4 Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Warrant.

5.5 Titles and Headings. The titles, captions and headings of this Warrant are included for ease of reference only and will be disregarded in interpreting or construing this Warrant. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Warrant.

5.6 Counterparts. This Warrant may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

5.7 Severability. If any provision of this Warrant is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Warrant and the remainder of this Warrant shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Warrant. Notwithstanding the forgoing, if the value of this Warrant based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

5.8 Facsimile Signatures. This Warrant may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The delay or failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Warrant.

5.9 Amendment and Waivers. This Warrant may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Warrant will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Warrant shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Warrant as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

5.10 Entire Agreement. This Warrant and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Warrant, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

[Signature page follows.]

EXHIBIT A

NOTICE OF EXERCISE

(TO BE SIGNED ONLY UPON EXERCISE OF WARRANT)

1. The undersigned hereby elects to purchase _____ shares of the Common Stock (the '**Shares**') of UMBRLA, Inc., a Nevada corporation, pursuant to the terms of the attached Warrant to Purchase Stock with an Issue Date of _____, 20__ (the "**Warrant**"), as follows:

(Initial applicable method:)

- a. The undersigned tenders herewith payment of the total purchase price of such Shares in full, pursuant to a check or wire transfer, in the amount of \$.

This exercise or conversion _____ **[is]** _____ **[is not]** contingent upon the closing of the Acquisition or other event specified in the Company Notice to Holder in accordance with Section 1.4 of the Warrant received by Holder on _____ and _____ **[is]** _____ **[is not]** contingent upon a sale price or fair market value for the Company's Common Stock in the Acquisition or other event of no less than the lesser of (a) \$ _____ per share or (b) the per share price set forth in the Company Notice.

2. Please issue a certificate or certificates representing said Shares in the name of the undersigned. The undersigned represents that it is acquiring the shares solely for its own account and not as a nominee for any other party and not with a view toward the resale or distribution thereof except in compliance with applicable securities laws and hereby repeats the representations and warranties of the undersigned that are set forth in Section 4.1 of the attached Warrant.

(Printed Name of Holder) _____

Address:

(Signature of Holder) _____

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the common stock of Unrivaled Brands, Inc. and further agree that this agreement be included as an exhibit to such filing. Each party to the agreement expressly authorizes each other party to file on its behalf any and all amendments to such statement. Each party to this agreement agrees that this joint filing agreement may be signed in counterparts.

In evidence whereof, the undersigned have caused this Agreement to be executed on their behalf this July 27, 2021.

/s/ Nicholas Kovacevich

Name: Nicholas Kovacevich

RUTHERFORD NC REVOCABLE TRUST

By: /s/ Nicholas Kovacevich

Name: Nicholas Kovacevich

Title: Trustee