

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ghost Management Group, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Entrepreneur Growth Capital, LLC		
Street Address:	505 Park Ave.		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4321512	WEEDMAPS	
Registration Number:	4321513	WEEDMAPS	
Serial Number:	86447464	WEEDMAPS	
Serial Number:	86448754	WEEDMAPS	
Registration Number:	4196102	WEEDMENU	
Serial Number:	86446365	WM	
Serial Number:	86447471	WM	
Serial Number:	86448758	WM	
Serial Number:	86128959	GHOST GROUP	
Serial Number:	86527548	MARIJUANA CUP	
Serial Number:	86527510	WEED CUP	
Serial Number:	86527551	WEEDMAPS CUP	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	215-569-5767		
Email:	perry@blankrome.com		
TRADEMARK			

OP \$315.00 4321512

Correspondent Name: David M. Perry
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 126408-01010

NAME OF SUBMITTER: David M. Perry

SIGNATURE: /David M. Perry/

DATE SIGNED: 07/21/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 30 day of June, 2015, by the Grantor listed on the signature pages hereof ("Grantor"), in favor of ENTREPRENEUR GROWTH CAPITAL LLC, (together with its successors and assigns in such capacity, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor, its affiliates from time to time party thereto, and Lender, the Lender agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, domain names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those domain names, Foreign trademark registrations, Foreign trademark applications, U.S. trademarks registrations and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new domain names, foreign trademark registrations, Foreign trademark applications, U.S. trademark registrations (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Loan Document refer to this Trademark Security Agreement or such Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

GHOST MANAGEMENT GROUP, LLC
a Delaware limited liability company

By:  _____

Name:

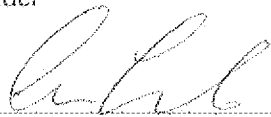
Title:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005580 FRAME: 0904


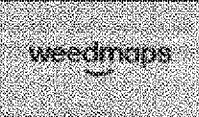

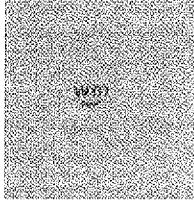
ACCEPTED AND
ACKNOWLEDGED BY:

ENTREPRENEUR GROWTH CAPITAL LLC,
as Lender

By: 
Name: *Sean Lyons*
Title: *President*

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Applications and Registrations

Country	Mark	App. No. App. Date	Reg. No. Reg. Date
US	WEEDMAPS	85/313748 05-May-2011	4321512 16-Apr-2013
US	WEEDMAPS	85/313777 05-May-2011	4321513 16-Apr-2013
US		86/447464 06-Nov-2014	
US		86/448754 07-Nov-2014	
US	WEEDMENU	85/295741 14-Apr-2011	4196102 21-Aug-2012
US	WM	86/446365 06-Nov-2014	
US		86/447471 06-Nov-2014	
US		86/448758 07-Nov-2014	
US	GHOST GROUP	86/128959 25-Nov-2013	
US	MARIJUANA CUP	86/527548	

Country	Mark	App. No.	Reg. No.
		App. Date	Reg. Date
		06-Feb-2015	
US	WEED CUP	86/527510 06-Feb-2015	
US	WEEDMAPS CUP	86/527551 06-Feb-2015	

Signature Page to Trademark Security Agreement