

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458542

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MJAR Holdings, LLC		01/17/2018	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bridging Finance Inc.		
<b>Street Address:</b>	77 King Street West, Suite 2825		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1K7		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4714987	MJARDIN	
<b>Registration Number:</b>	4714986	MJARDIN PREMIUM CANNABIS	
<b>Registration Number:</b>	5093796	GROWFORCE	
<b>Registration Number:</b>	4733463	THE SCIENCE OF PREMIUM CANNABIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3033339786		
<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>			
<b>Phone:</b>	3033339810		
<b>Email:</b>	dmoses@fostergraham.com		
<b>Correspondent Name:</b>	David Moses		
<b>Address Line 1:</b>	360 S. Garfield St., 6th Floor		
<b>Address Line 4:</b>	Denver, COLORADO 80209		
<b>ATTORNEY DOCKET NUMBER:</b>	23958.0001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	David Moses		
<b>Address Line 1:</b>	360 S. Garfield St., 6th Floor		
<b>Address Line 4:</b>	Denver, COLORADO 80209		

OP \$115.00 4714987

<b>NAME OF SUBMITTER:</b>	David J Moses
<b>SIGNATURE:</b>	/David J Moses/
<b>DATE SIGNED:</b>	01/18/2018
<b>Total Attachments: 10</b> source=00531773#page1.tif source=00531773#page2.tif source=00531773#page3.tif source=00531773#page4.tif source=00531773#page5.tif source=00531773#page6.tif source=00531773#page7.tif source=00531773#page8.tif source=00531773#page9.tif source=00531773#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated January 17, 2017, is made by **MJAR HOLDINGS, LLC, MJARDIN CAPITAL, LLC, 6100 E. 48TH AVE., LLC, MJARDIN MANAGEMENT, LLC, MJARDIN SERVICES INC., MJARDIN MANAGEMENT MISSOURI, LLC, MJARDIN MANAGEMENT TEXAS, LLC, MJARDIN MANAGEMENT HAWAII, LLC, MJARDIN MANAGEMENT COLORADO, LLC, MJARDIN MANAGEMENT NEVADA, LLC, MJARDIN MANAGEMENT FLORIDA, LLC, MJARDIN MANAGEMENT MASSACHUSETTS, LLC, MJARDIN MANAGEMENT VERMONT, LLC, MJARDIN MANAGEMENT OHIO, INC. and BUDDY BOY BRANDS HOLDINGS, LLC** (collectively, the “**Grantors**” and each, individually, a “**Grantor**”), in favour of **BRIDGING FINANCE INC.**, as agent (in such capacity and together with its successors and assigns, the “**Agent**”) for the ratable benefit of itself and the Lenders from time to time party to the Loan Agreement (as defined below).

WHEREAS, the Grantors have entered into a Loan Agreement dated as of December 29, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with, *inter alia*, the Lenders and the Agent;

AND WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement;

AND WHEREAS, as a condition of the Lenders agreeing to make available the credit facilities as contemplated under the Loan Agreement (the “**Credit Facilities**”), the Grantors have executed and delivered that certain General Security Agreement dated as of December 29, 2017, to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**GSA**”);

AND WHEREAS, under the terms of the GSA, the Grantors have granted to the Agent, for the ratable benefit of the Agent and the Lenders, a security interest in all of the Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as specifically defined in the GSA) including, among other property, certain intellectual property of the Grantors, and have agreed to execute this IP Security Agreement for recording with the United States Copyright Office and the United States Patent and Trademark Office and other governmental authorities;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. The Grantors hereby grant to the Agent, for the ratable benefit of the Agent and the Lenders, a security interest in all of the Grantors’ right, title and interest in and to the following (collectively, the “**IP Collateral**”):

(A) the patents and patent applications of each Grantor set forth in Schedule A hereto (the “**Patents**”);

(B) the trademark and service mark registrations and applications of each Grantor set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by each Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(D) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(E) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of each of the Grantors accruing thereunder or pertaining thereto;

(F) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

(G) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(H) all proceeds and products of the foregoing, including without limitation any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each of the Grantors under this IP Security Agreement secures the payment of all obligations of the Grantors now or hereafter existing under or in respect of the Loan Agreement and any other related credit documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantors authorize and request that the United States Copyright Office and the United States Patent and Trademark Office and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. Each of the Grantors does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the IP Collateral are more fully set forth in the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the GSA, the provisions of the GSA shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

*[Signature page follows]*

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

GRANTORS:

**MJAR HOLDINGS, LLC**

DocuSigned by:  
By: Rishi Gautam  
Name: Rishi Gautam  
Title: Chief Executive Officer and President

**MJARDIN CAPITAL, LLC**

DocuSigned by:  
By: Rishi Gautam  
Name: Rishi Gautam  
Title: Manager

**6100 E. 48TH AVE., LLC**

DocuSigned by:  
By: Rishi Gautam  
Name: Rishi Gautam  
Title: Chief Executive Officer

**MJARDIN MANAGEMENT, LLC**

DocuSigned by:  
By: Adam Denmark Cohen  
Name: Adam Cohen  
Title: Manager

**MJARDIN SERVICES INC.**

DocuSigned by:  
By: Rishi Gautam  
Name: Rishi Gautam  
Title: President

**MJARDIN MANAGEMENT MISSOURI, LLC**

DocuSigned by:  
By: Adam Denmark Cohen  
Name: ~~Adam Cohen~~  
Title: Manager

**MJARDIN MANAGEMENT TEXAS, LLC**

DocuSigned by:  
By: Adam Denmark Cohen  
Name: ~~Adam Cohen~~  
Title: Manager

**MJARDIN MANAGEMENT HAWAII, LLC**

DocuSigned by:  
By: Adam Denmark Cohen  
Name: ~~Adam Cohen~~  
Title: Manager

**MJARDIN MANAGEMENT COLORADO, LLC**

DocuSigned by:  
By: Adam Denmark Cohen  
Name: ~~Adam Cohen~~  
Title: Manager

**MJARDIN MANAGEMENT NEVADA, LLC**

DocuSigned by:  
By: Adam Denmark Cohen  
Name: ~~Adam Cohen~~  
Title: Manager

**MJARDIN MANAGEMENT FLORIDA, LLC**

DocuSigned by:  
By: Adam Denmark Cohen  
Name: ~~Adam Cohen~~  
Title: Manager

**MJARDIN MANAGEMENT MASSACHUSETTS,  
LLC**

DocuSigned by:  
By: Adam Denmark Cohen  
Name: Adam Cohen  
Title: Manager

**MJARDIN MANAGEMENT VERMONT, LLC**

DocuSigned by:  
By: Adam Denmark Cohen  
Name: Adam Cohen  
Title: Manager

**MJARDIN MANAGEMENT OHIO, INC.**

DocuSigned by:  
By: Rishi Gautam  
Name: Rishi Gautam  
Title: President

**BUDDY BOY BRANDS HOLDINGS, LLC**

DocuSigned by:  
By: Rishi Gautam  
Name: Rishi Gautam  
Title: Manager

**Schedule A to the  
IP Security Agreement**

**PATENTS**

Grantor:

<b>Grantor</b>	<b>Patent Name</b>	<b>Registration/Application Number and Jurisdiction</b>
MJAR Holdings, LLC	<u>Methods of Growing Cannabis Using Artificial Lights</u>	9,844,518  United States of America
MJAR Holdings, LLC	<u>High Cannabidiol Cannabis Strains.</u>	14/755,275  United States of America  <b>This application was the subject of an office action and, as a result, the application is being allowed to lapse naturally.</b>
MJAR Holdings, LLC	<u>Methods of Growing Cannabis Plants Using Capillary Mats</u>	14/871,926  United States of America
MJAR Holdings, LLC	<u>Methods of Growing Cannabis Using Artificial Lights</u>	14/871,829  United States of America

**Schedule B to the  
IP Security Agreement**

**TRADEMARKS**

Grantor:

<b>Grantor</b>	<b>Trademark Name</b>	<b>Registration/Application Number and Jurisdiction</b>
MJAR Holdings, LLC	MJardin name and logo design	4714987 (United States of America)
MJAR Holdings, LLC	MJardin name and logo design	4714986 (United States of America)
MJAR Holdings, LLC	GrowForce name	5093796 (United States of America)
MJAR Holdings, LLC	Service mark "The Science of Premium Cannabis"	4733463 (United States of America)
MJAR Holdings, LLC	MJardin name	60017 (Arizona)
MJAR Holdings, LLC	MJardin Premium Cannabis & logo design	60019 (Arizona)
MJAR Holdings, LLC	MJardin name	20141533323 (Colorado)
MJAR Holdings, LLC	MJardin Premium Cannabis & logo design	20141533402 (Colorado)
MJAR Holdings, LLC	MJardin name	T14000001186 (Florida)
MJAR Holdings, LLC	MJardin Premium Cannabis & logo design	T14000001247 (Florida)
MJAR Holdings, LLC	MJardin name	107184 (Illinois)
MJAR Holdings, LLC	MJardin Premium Cannabis & logo design	107185 (Illinois)
MJAR Holdings, LLC	MJardin name	79677 (Massachusetts)
MJAR Holdings, LLC	MJardin Premium Cannabis & logo design	79678 (Massachusetts)
MJAR Holdings, LLC	MJardin name	C20141126-1149 (Nevada)
MJAR Holdings, LLC	MJardin Premium Cannabis & logo design	C20141126-1234 (Nevada)
MJAR Holdings, LLC	MJardin name	TMA968780 (Canada)
MJAR Holdings, LLC	MJardin Premium Cannabis & logo design	TMA968779 (Canada)
MJAR Holdings, LLC	MJardin name	2016145703 (Colombia)
MJAR Holdings, LLC	MJardin Premium Cannabis & logo design	2016145705 (Colombia)
MJAR Holdings, LLC	MJardin name	013063201 (European Union)
MJAR Holdings, LLC	MJardin Premium Cannabis &	013063128 (European Union)

	logo design	
MJAR Holdings, LLC	MJardin name	266432 (Israel)
MJAR Holdings, LLC	MJardin Premium Cannabis & logo design	266428 (Israel)
MJAR Holdings, LLC	MJardin name	1594504 (Mexico)
MJAR Holdings, LLC	MJardin Premium Cannabis & logo design	1594505 (Mexico)

**Schedule C to the  
IP Security Agreement**

**COPYRIGHTS**

Grantor:

None.