

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499885

<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>
POS Pilot Plant Corporation		11/23/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canopy Growth Corporation		
<b>Street Address:</b>	1 HERSHEY DRIVE		
<b>City:</b>	SMITH FALLS, ONTARIO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K7A OA8		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3892137	POS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036293450		
<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>	303-629-3400		
<b>Email:</b>	burtner.jody@dorsey.com		
<b>Correspondent Name:</b>	Dorsey & Whitney LLP		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 400		
<b>Address Line 2:</b>	IP Department		
<b>Address Line 4:</b>	Denver, COLORADO 80202-5549		
<b>ATTORNEY DOCKET NUMBER:</b>	505108-6		
<b>NAME OF SUBMITTER:</b>	Jddy L. Burtner, Senior Paralegal		
<b>SIGNATURE:</b>	/Jody L. Burtner/		
<b>DATE SIGNED:</b>	11/28/2018		
<b>Total Attachments: 3</b>			
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**NOTICE OF GRANT OF SECURITY – U.S. TRADEMARKS**

November 23, 2018

**WHEREAS**, POS Pilot Plant Corporation (the “**Debtor**”) holds all right, title and interest in and to, the trademarks, trademark applications and trademark registrations, listed on the annexed Schedule 1 (the “**Trademarks**”), each of which is registered or applied for in the United States Patent and Trademark Office;

**AND WHEREAS**, the Debtor has entered into a general security and pledge agreement dated as of the date hereof (the “**Security Agreement**”) in favor of Canopy Growth Corporation (the “**Secured Party**”);

**AND WHEREAS**, pursuant to the Security Agreement, the Debtor has granted to the Secured Party for the benefit of the Secured Party a continuing security interest in all right, title and interest of the Debtor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, and all proceeds and payments and all future rights to payment with respect to the foregoing, including, without limitation, and all rights to bring an action at law or in equity for any past, present, or future infringement, violation, misuse, misappropriation or other impairment thereof, whether arising under the laws of the United States or foreign laws or otherwise, including the right to receive injunctive relief and all proceeds and damages therefrom (collectively, the “**Collateral**”), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement):


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby grant to the Secured Party for the benefit of the Secured Party a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

**[The remainder of this page has been intentionally left blank.]**

IN WITNESS WHEREOF, this Notice of Grant of Security has been duly executed by the Debtor as of the date first written above.

POS. PILOT PLANT CORPORATION

By:   
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE 1 TO NOTICE OF GRANT OF SECURITY**

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
POS	77871375	12-NOV-2009	3892137	21-DEC-2010	POS PILOT PLANT CORPORATION