

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM518901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Los Angeles Kush, LLC		04/01/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

LIMITED LIABILITY COMPANY

Name:	A5 Management Corporation
Street Address:	21800 Oxnard Street
Internal Address:	Suite 460
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	88259082	ANONYMOUS FARMS
Serial Number:	87254352	LOS ANGELES KUSH
Serial Number:	87224233	TRAP OF DIAMONDZ TRAP JUICE EST. 2016
Registration Number:	5635476	CALIFORNIA HERBAL REMEDIES, EST. 2007 CH
Serial Number:	87227220	ILL OG

CORRESPONDENCE DATA

Fax Number: 2135364589
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.
Phone: 2135969008
Email: ip@drwelchlaw.com
Correspondent Name: D R Welch, Attorneys at Law
Address Line 1: 500 S. Grand Avenue
Address Line 2: Suite 1800
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Elizabeth Brown
SIGNATURE:	/Elizabeth Brown/
DATE SIGNED:	04/12/2019

OP \$140.00 88259082

Total Attachments: 6

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Short Form Intellectual Property Security Agreement (the "**IP Security Agreement**") is entered into this 1st day of April, 2019 ("**Effective Date**") by and between A5 Management Corporation, a California close corporation ("**Secured Party**"), whose address is 21800 Oxnard Street, Suite 460, Woodland Hills, CA 91367, and Los Angeles Kush, LLC, a California limited liability company ("**Debtor**"), whose address is 21800 Oxnard Street, Suite 460, Woodland Hills, CA 91367.

RECITALS

WHEREAS, the Secured Party and Debtor entered into a Promissory Note, of even date herewith (the "**Promissory Note**").

WHEREAS, the Secured Party and Debtor entered into a Security Agreement, of even date herewith (the "**Security Agreement**").

WHEREAS, this IP Security Agreement is a supplement to that certain Promissory Note and Security Agreement.

All capitalized terms not defined herein shall have the definitions ascribed to them in the Promissory Note and Security Agreement and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Promissory Note and Security Agreement, the definitions, terms or provisions of the Promissory Note and Security Agreement shall control.

This IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "**USPTO**"), which sets forth the Debtor's pledge of its intellectual property as security for the indebtedness the Debtor owes the Secured Party as set forth in the Promissory Note and Security Agreement.

GRANT OF SECURITY INTEREST

For value received and as collateral security for the Secured Indebtedness, Debtor hereby grants to the Secured Party a security interest, lien and mortgage in and to, and agrees and acknowledges that Secured Party has, and shall continue to have, a security interest, lien and mortgage in and to, and assigns to Secured Party its rights in, all assets of Debtor, including without limitation those assets and properties of Debtor of the types described below, wherever located, however arising or created and whether now owned or existing or hereafter arising, created or acquired (collectively the "**Collateral**") as set forth in Exhibit A, attached hereto and incorporated herein by reference.

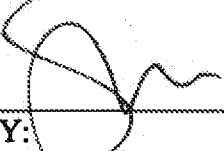
REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in Promissory Note and Security Agreement are restated and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed as of the Effective Date.

THE DEBTOR:

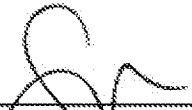
Los Angeles Kush, LLC
A California limited liability company



BY:
Name: Scott Kawasaki
Title: Managing Member

THE SECURED PARTY:

A5 Management Corporation, Inc



BY:
Name: Scott Kawasaki
Title: President and CEO

EXHIBIT A TO USPTO

1. DEFINITIONS:

"**Accounts**" shall have the meaning assigned to such term in the Code.

"**Books and Records**" shall have the meaning assigned to such term in Section 2(o) hereof.

"**Chattel Paper**" shall have the meaning assigned to such term in the Code.

"**Code**" shall mean the California Uniform Commercial Code – Secured Transactions, Commercial Code § 9101 et seq., as amended.

"**Collateral**" shall have the meaning assigned to such term in Section 2 hereof.

"**Deposit Account**" shall have the meaning assigned to such term in the Code.

"**Electronic Chattel Paper**" shall have the meaning assigned to such term in the Code.

"**Equipment**" shall have the meaning assigned to such term in the Code.

"**Fixtures**" shall mean all of the property, personal or otherwise, whether now existing or hereafter arising, existing or created, now or hereafter attached to or incorporated into or used in or about any and all real property now or hereafter owned by Debtor, including all furniture, appliances, furnishings, goods, equipment, and machinery owned by Debtor and other tangible personal property now or hereafter affixed, attached or related to such property or used in connection therewith, and all replacements, substitutions and additions for or to any of the foregoing, and all accessories, attachments and other additions to, substitutes and replacements for, and improvements of, such personal property described above, together with all tools, parts and appurtenances now or at any time used in connection therewith.

"**General Intangibles**" shall have the meaning assigned to such term in the Code.

"**Goods**" shall have the meaning assigned to such term in the Code.

"**Insurance Claim**" means, to the extent of the value of the Collateral and to the extent payable to Debtor or Secured Party, insurance payable by reason of the loss or non-conformity of, defects or infringement of rights in, or damage to, the Collateral.

"**Inventory**" shall have the meaning assigned to such term in the Code.

"**Trademarks**" means the trademarks set forth in Section 3 hereof.

"**Tort Claim**" shall have the meaning assigned to the term "**Commercial tort claim**" in the Code.

2. COLLATERAL:

The property described or referred to in subsections (a) through (p) below is hereinafter collectively called the "Collateral."

(a) all Accounts;

(b) all Chattel Paper;

(c) all Equipment;

(d) all Fixtures;

(e) all Inventory and all accessions, attachments and other additions to, substitutes for, replacements for, improvements to and returns of such Inventory;

(f) all Goods;

(g) all Instruments;

(h) all General Intangibles and Trademarks (including without limitation all contract rights, choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, claims under guaranties, security interests or other security held or granted to secure payment of contracts by account debtors, all rights to indemnification and all other intangible property of every kind and nature);

(i) all investment property;

(j) all Instruments, documents, Chattel Paper, Electronic Chattel Paper, Goods, moneys, securities, drafts, and other property of Debtor now in the possession of and at any time and from time to time hereafter delivered to Secured Party or its agents, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's deposits (general or special), balances, sums, proceeds, and credits with, and any of its claims against, Secured Party, at any time existing together with the increases and profits received therefrom and the proceeds thereof, including insurance payable because of loss or damage thereto and all deposit accounts, as such term is defined in the Code;

(k) all Deposit Accounts;

(l) all letter-of-credit rights;

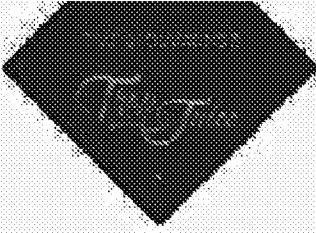
(m) all Tort Claims;

(n) all Insurance Claims;

(o) all books, records, files, computer programs, data processing records, computer software, documents and other information, property, or general intangibles, at any time evidencing, describing or pertaining to, and all containers and packages for, the property described or referred to in subsections (a) through (i) above (the "Books and Records"); and

(p) all products and proceeds (as defined in the Code) of any of the property described above in any form, and all proceeds of such proceeds, including without limitation all cash and credit balances, all payments under any indemnity, warranty or guaranty with respect to any of such property, all awards for taking by eminent domain, all proceeds of fire or other insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment or termination of any insurance policy, all proceeds obtained as a result of any legal action or proceeding with respect to any of such property, and claims by Debtor against third parties for loss or damage to, or destruction of, any of such property.

3. TRADEMARKS: As used herein, "Trademarks" means the following:

MARK	TM OFFICE	SERIAL NO.	APP DATE	REG. NO.	REG. DATE
Anonymous Farms	US	88/259,082	1/11/2019		
Los Angeles Kush	US	87/254,352	12/1/2016		
	US	87/224,233	11/2/2016		



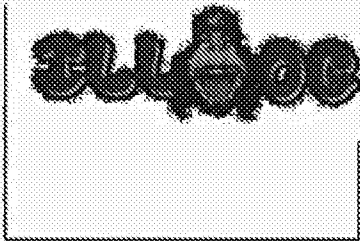
US

87/221,803

10/31/2017

5,635,476

12/25/2018



US

87/227,220

11/4/2016