

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527628

<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>
MichiCann Medical Inc.		06/04/2019	Company: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bridging Finance Inc.		
<b>Street Address:</b>	77 King Street West, Suite 2925		
<b>Internal Address:</b>	P.O. Box 322		
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88337006	RWB	
<b>Serial Number:</b>	88336982	RED WHITE & BLOOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8324088558		
<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>	8323388090		
<b>Email:</b>	tm@fibbelightner.com		
<b>Correspondent Name:</b>	Fibbe Lightner LLP		
<b>Address Line 1:</b>	3733-1 Westheimer Road, No. 1009		
<b>Address Line 4:</b>	Houston, TEXAS 77027		
<b>NAME OF SUBMITTER:</b>	A. Reagan Fibbe		
<b>SIGNATURE:</b>	/A. Reagan Fibbe/		
<b>DATE SIGNED:</b>	06/13/2019		
<b>Total Attachments: 4</b>			
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**US TRADEMARK SECURITY AGREEMENT**

June 4, 2019

**WHEREAS**, MichiCann Medical Inc., a company organized under the laws of Ontario, having an address of 8820 Jane Street, Concord, Ontario L4K 2M9 (the "Grantor"), (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section I(c) or I(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section I(c) or I(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office or any similar office in any other country (the "Trademarks");

**WHEREAS**, pursuant to the terms of a credit agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantor and PharmaCo, Inc. (the "Borrowers"), as borrowers and Bridging Finance Inc., as Lender (the "Lender"), the Lender has agreed to extend credit and make certain financial accommodations to the Borrowers;

**WHEREAS**, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement as security for all present and future, direct and indirect indebtedness, liabilities and obligations of the Grantor to the Agent and the Lenders from time to time, including those arising under or in connection with the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record:

Section 1. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Lender, a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

- (i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing, all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule 1-A hereto (as such schedule may be amended or supplemented from time to time),
- (ii) the goodwill of the business symbolized thereby,
- (iii) all rights corresponding thereto throughout the world,

- (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,
- (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and
- (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

provided that the security interest granted under Section 2 hereof shall not attach to, and the term "Trademark Collateral" shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

Section 2. Security Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender by the Grantor pursuant to certain other security agreements and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of such security agreements.

Section 3. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

MICHICANN MEDICAL INC.

By: 

Name: Michael Marchese

Title: President

By: \_\_\_\_\_

Name:

Title:

Schedule I-A to the TRADEMARK SECURITY AGREEMENT

Trademark	Owner	App No.	Status	Jurisdiction
RED WHITE & BLOOM	MichiCann Medical Inc.	88336982	Pending	United States
RWB	MichiCann Medical Inc.	88337006	Pending	United States