

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flower Group Operating Inc.		09/04/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West		
Internal Address:	18th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X1A1		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4355045	ONE FLORAL GROUP	
Registration Number:	5662222	LASTING BEAUTY	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	314-259-5816		
Email:	trademarks.us@dentons.com		
Correspondent Name:	Katie Krutzsch, Paralegal		
Address Line 1:	Wacker Drive Station, Willis Tower		
Address Line 2:	P.O. box 061080		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	15016741-000029		
NAME OF SUBMITTER:	Katie Krutzsch, Paralegal		
SIGNATURE:	/katie krutzsch/		
DATE SIGNED:	09/04/2019		
Total Attachments: 3			
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OP \$65.00 4355045

SECURITY AGREEMENT (INTELLECTUAL PROPERTY)

WHEREAS Flower Group Operating Inc. (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Debtor has delivered a debenture dated on or about the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to Bank of Montreal (the "**Secured Party**"), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges and hypothecates to the Secured Party and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all present and future intangibles of the Debtor including all of its present and future goodwill of the businesses with which the Intellectual Property is associated, intellectual property and claims and causes of action of every nature and kind, including without limitation the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Debtor and the Secured Party desire to record this agreement with the United States Patent and Trademark Office to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this agreement may be recorded with the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this agreement is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this agreement conflict with the Security Agreement, the terms of the Security Agreement shall govern.

This agreement may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

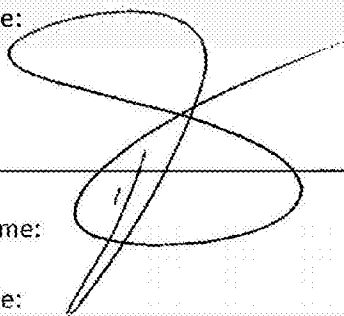
[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor under the hands of its proper officers duly authorized in that behalf.

FLOWER GROUP OPERATING INC.


By: 
name:

title:

By: 
name:
title:

SCHEDULE "A"

Trademarks

<u>No.</u>	<u>Trademark</u>	<u>Status</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Registration Date</u>
1	ONE FLORAL GROUP Cross References: 1 Floral Group 	Registered: USPTO Status: Section 8 & 15 – accepted and acknowledged USPTO Status Date: 27-JUL- 2019	85573938	4355045	18-JUN-2013
2	LASTING BEAUTY CompuMark Trademark: LASTING BEAUTY	Registered: USPTO Status: Registered USPTO Status Date: 22-JAN- 2019	87444226	5662222	22-JAN-2019