

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PBIGROUP, LLC		08/26/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	135 N. Los Robles Ave.		
Internal Address:	3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Stock Company: CALIFORNIA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	87198490	HEMPGANICS	
Serial Number:	87198462	HEMPGANICS	
Serial Number:	87198541	HEMPGANICS	
Serial Number:	87198506	HEMPGANICS	
Serial Number:	86903714	HEMPZ	
Serial Number:	78946454	HEMPZ	
Serial Number:	78055334	HEMPZ	
Serial Number:	78016669	HEMPZ	
Serial Number:	85010509	HEMPZ COUTURE	
Serial Number:	86793791	PURELY HEMP	
Serial Number:	86782266	PURELY HEMP	
Serial Number:	77788811	RADICALLY HEMP	
Serial Number:	87902671		
Serial Number:	85605027	HEMPZ MAKE OUT	
Serial Number:	85605095	HEMPZ MAKE OUT IRRESISTABLE ULTRA MOISTU	
Serial Number:	87902515	HEMPZ PETZ	
Serial Number:	77859610	PBIGROUP	
Serial Number:	85656366	THE SECRET IS IN THE SEED	
TRADEMARK			

CH \$515.00 87198490

Property Type	Number	Word Mark
Serial Number:	85367075	HEMPLESSLY IN LOVE
Serial Number:	85539930	DISCOVER THE MIRACLE OF HEMPZ

CORRESPONDENCE DATA

Fax Number: 2022987570

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: 202-625-3538

Email: allen.rose@kattenlaw.com

Correspondent Name: Katten Muchin Rosenmann LLP / Allen Rose

Address Line 1: 2900 K Street NW

Address Line 2: North Tower, Suite 200

Address Line 4: Washington, D.C. 20007

NAME OF SUBMITTER:	Allen Rose
SIGNATURE:	/allen rose/
DATE SIGNED:	10/14/2019

Total Attachments: 7
source=Trademark-Security-Agreement#page1.tif
source=Trademark-Security-Agreement#page2.tif
source=Trademark-Security-Agreement#page3.tif
source=Trademark-Security-Agreement#page4.tif
source=Trademark-Security-Agreement#page5.tif
source=Trademark-Security-Agreement#page6.tif
source=Trademark-Security-Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 26, 2019 (the "Effective Date") by and between PBIGROUP, LLC, a Delaware limited liability company (the "Grantor") and EAST WEST BANK (the "Lender") for the benefit of Lender (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

Reference is made to that certain Credit Agreement dated as of the date hereof among Grantor, Hempz Technologies, LLC, a Delaware limited liability company ("Holdings"), and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Reference is also made to that certain Guarantee and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement"), by the Grantor and Holdings in favor of the Lender.

The Lender has agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit.

Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Lender, its successors and assigns, a security interest in, all of Grantor's right, title or interest in or to any and all of the following assets and properties, to the extent such assets and properties constitute Collateral (collectively, the "Trademark Collateral"):

(1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, trade secrets, designs, logos and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I; (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark, including damages and payments for past, present or future infringements thereof; (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world, and (5) renewals and proceeds of any of the foregoing (collectively (1)-(5), the "Trademarks"); (6) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include any Excluded Collateral

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

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

PBIGROUP, LLC,
a Delaware limited liability company

By: Richard Hough

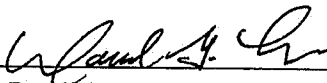
Name: Richard Hough

Title: President & Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006770 FRAME: 0741


EAST WEST BANK, as Lender




By: 
Name: David Ligon
Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006770 FRAME: 0742**

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Owner Name	Mark	Jurisdiction	Status	Serial Number	Filing Date	Registration Number	Registration Date
PBIGroup, LLC	HEMPGANICS	US	PENDING	87198490	10-Oct-16		
PBIGroup, LLC	HEMPGANICS	US	PENDING	87198462	10-Oct-16		
PBIGroup, LLC	HEMPGANICS	US	PENDING	87198541	10-Oct-16		
PBIGroup, LLC	HEMPGANICS	US	PENDING	87198506	10-Oct-16		
PBIGroup, LLC	HEMPZ	US	PENDING	88937114	10-Feb-16		
PBIGroup, LLC	HEMPZ	US	LIVE	28946454	7-Aug-06	3318216	23-Oct-07
PBIGroup, LLC	 Hempz and Design	US	LIVE	28955334	27-Mar-01	2675046	14-Jan-03
PBIGroup, LLC	HEMPZ	US	LIVE	28016662	13-Jul-00	2841412	11-May-04
PBIGroup, LLC	HEMPZ CULTURE	US	LIVE	85010502	9-Apr-10	3982503	21-Jun-11

Owner Name	Mark	Jurisdiction	Status	Serial Number	Filing Date	Registration Number	Registration Date
PBIGroup, LLC	 PURELY HEMP and Design	US	PENDING	86793791	20-Oct-15		
PBIGroup, LLC	PURELY HEMP	US	PENDING	86782269	8-Oct-15		
PBIGroup, LLC	RADICALLY HEMP	US	LIVE	2718811	24-Jul-09	2933502	10-May-11
PBIGroup, LLC		US	PENDING	87902671	1-May-18		
PBIGroup, LLC	HEMPZ MAKE OUT 	US	LIVE	85605027	23-Apr-12	4330681	7-May-13
PBIGroup, LLC	HEMPZ MAKE OUT IRRESISTABLE ULTRA MOISTURIZING HERBAL LIP BALM ENRICHED WITH NATURAL HEMP SEED OIL	US	LIVE	85605095	23-Apr-12	4327088	30-Apr-13

Owner Name	Mark	Jurisdiction	Status	Serial Number	Filing Date	Registration Number	Registration Date
PBIGroup, LLC	HEMPZ PETZ	US	PENDING	87922515	1-May-18		
PBIGroup, LLC	PBIGroup	US	LIVE	77859610	28-Oct-09	3806557	22-Jun-10
PBIGroup, LLC	THE SECRET IS IN THE SEED	US	LIVE	85656366	20-Jun-12	4422744	22-Oct-13
PBIGroup, LLC	HEMPLESSLY IN LOVE	US	DEAD	85367075	8-Jul-11	4211293	18-Sep-12
PBIGroup, LLC	DISCOVER THE MIRACLE OF HEMPZ	US	DEAD	85539930	10-Feb-12	4194743	21-Aug-12
PBIGroup, LLC	HEMPZANKS	US	PENDING	87198491	10-Oct-16		