

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551000

| | | | |
|---|---|-----------------------|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HERBAN INDUSTRIES OR LLC | | 11/13/2019 | Limited Liability Company: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | FTI Consulting Canada, Inc., in its capacity as receiver to DionyMed Brand Inc., and not in its personal capacity | | |
| Street Address: | 79 Wellington St. West | | |
| Internal Address: | Suite 2010, P.O. Box 104 | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5K 1G8 | | |
| Entity Type: | Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87877427 | WINBERRY FARMS | |
| Serial Number: | 87877429 | WINBERRY FARMS | |
| Serial Number: | 87877431 | W | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8008283066 | | |
| <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: | 800-874-8820 | | |
| Email: | sean.moore@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 555 Capitol Mall | | |
| Address Line 2: | Suite 1150 | | |
| Address Line 4: | Sacramento, CALIFORNIA 95814 | | |
| NAME OF SUBMITTER: | Laura D'Iorio | | |
| SIGNATURE: | /Laura D'Iorio/ | | |
| DATE SIGNED: | 11/26/2019 | | |
| Total Attachments: 6 | | | |

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HERBAN INDUSTRIES OR LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Oregon

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 13, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FTI Consulting Canada, Inc., in its capacity as receiver to DionyMed Brand Inc., and not in its personal capacity

Street Address: 79 Wellington St. West, Suite 2010, P.O. Box 104

City: Toronto

State: Ontario

Country Canada Zip: M5K 1G8

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canadian
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

US USPTO 87677431

B. Trademark Registration No.(s)

5909147, 5909148

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached description of trademarks attached hereto as Schedule A.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Manatt, Phelps & Phillips, LLP

Internal Address: _____

Street Address: 685 Town Center Drive

City: Costa Mesa

State: CA Zip: 92626

Phone Number: (714) 371-2517

Docket Number: _____

Email Address: Ldlorio@manatt.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Laura D'lorio
Signature

11/25/19
Date

Laura D'lorio

Name of Person Signing

Total number of pages including cover sheet, attachments, and document.

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2019 (as it may be amended, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entity identified as debtor on the signature pages hereto (the "Debtor") in favor of FTI CONSULTING CANADA INC., in its capacity as receiver of DionyMed Brands Inc., and not in its personal capacity, as secured party (in such capacity, together with its successors and assigns in such capacity, the "Secured Party").

RECITALS

The Debtor is a party to a General Security Agreement, dated as of November 13, 2019 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Debtor and the other debtors that are parties thereto and the Secured Party, pursuant to which, and among other things, Debtor granted a security interest to the Secured Party in Debtor's Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

AGREEMENT

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees with the Secured Party as follows:

1. Defined terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

2. Grant of security interest in Trademark Collateral

2.1 Grant of security interest

Debtor hereby grants to the Secured Party, for its benefit and the benefit of the Lenders and the other holders of Secured Obligations, a security interest in and continuing lien on all of Debtor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"): all United States and foreign trademarks, service marks, business names, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations that have heretofore been or may hereafter be issued thereon (including, without limitation, the registered trademarks and trademark applications listed on Schedule A attached hereto); and all common law and other rights in and to all of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights in and to all of the foregoing; in each of the foregoing cases whether now existing or hereafter created or acquired and wherever located throughout the world.

2.2 Certain limited exclusions

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest

therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Governing law

This Agreement shall be governed by, and construed in accordance with, the law of the State of California.

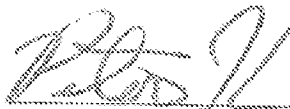
5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto on 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 telecopy or in electronic (*e.g.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Accordingly, Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtor:

HERBAN INDUSTRIES OR LLC



Name: Peter Kampian

Title: CFO

Authorized Signatory

Accepted and agreed:

FTI CONSULTING CANADA INC.,
in its capacity as receiver of DionyMed
Brands Inc., and not in its personal capacity

.....
Name:

Title:

TRADEMARK

REEL: 006804 FRAME: 0423

Accordingly, Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

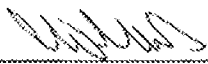
Debtor:


HERBAN INDUSTRIES OR LLC

.....
Name:
Title:
Authorized Signatory

Accepted and agreed:

FTI CONSULTING CANADA INC.,
in its capacity as receiver of DionyMed
Brands Inc., and not in its personal capacity


.....
Name: *JEFFREY ROSENBERG*
Title: *SENIOR MANAGING DIRECTOR*

| Mark text | Application | Status | Image | Application date | Registration date | Expiration date | Registration number | Registration office | Owner | Owner address | Representative | Class(es) | Class description(s) |
|---------------|-----------------|---------|---|------------------|-------------------|-----------------|---------------------|---------------------|-----------------------|--|--|--|--|
| WINBERRY FARM | US DPTO 9387427 | Valid | | 2018-04-15 | 2019-11-12 | 2029-11-12 | 5909147 | United States USP7 | WHERBAN INDUSTRIES OR | 280 SW MOONRIDGE PLACE, PORTLAND, OR, US | Randy Michels, Trust Tree Legal, P C 215 | Class 2/5: Beavers, caps being headwear, coats, hats, hoods, hocks, stockings, caps, sweatshirts, shirts | |
| WINBERRY FARM | US DPTO 9387429 | Valid | | 2018-04-15 | 2019-11-12 | 2029-11-12 | 5909148 | United States USP7 | WHERBAN INDUSTRIES OR | 280 SW MOONRIDGE PLACE, PORTLAND, OR, US | Randy Michels, Trust Tree Legal, P C 314 | Class 3/4: Oral vaporizers for smoking purposes, electronic cigarette, e-cigarettes | |
| W | US DPTO 9387431 | Pending |  | 2018-04-15 | | | | United States USP7 | WHERBAN INDUSTRIES OR | 280 SW MOONRIDGE PLACE, PORTLAND, OR, US | Randy Michels, TRUST TREE LEGAL, 314 | | Class 3/4: Oral vaporizer for smoking purposes, electronic cigarette, e-cigarettes, all of the foregoing not containing marijuana or primarily intended for use with marijuana |