

TO: fax39-1 COMPANY:

Form PTO-1594 (Rev. 4-18)
OMB Collection 0651-0027 (exp. 06/30/2021)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

03/09/20

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):

URBAN-GRO, INC.

- Individual(s)
- Partnership
- Corporation- State: Colorado, USA
- Other _____

Citizenship (see guidelines) US

Additional names of conveying parties Yes No

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

Execution Date(s) February 27, 2020

- 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: Bridging Finance Inc., as Agent

Street Address: 77 King Street West, Suite 2925

City: Toronto

State: Ontario

Country: Canada Zip: M5K 1K7

- 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)
87425701, 87671876, 87671878, 87008605

B. Trademark Registration No.(s)
5770091, 5209707, 4618322

Additional sheet(s) attached? Yes No

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

OPTI-DURA, SOLEIL, URBAN-GRO, SOLEIL, SOLIEL GIVES YOUR CROP A VOICE, SOLEIL GIVES YOUR PLANTS A VOICE, OPTI-CANNA

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

Name: Penny Adams-Marchetti

Internal Address: _____

Street Address: 365 Bay Street, Suite 800

City: Toronto

State: Ontario, Canada Zip: M5H 2V1

Phone Number: 416-361-4796

Docket Number: 2001081

Email Address: padamsmarchetti@wildlaw.ca

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 280.00

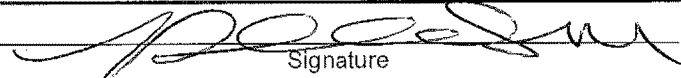
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



February 27, 2020

Date

Penny Adams-Marchetti
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

OP \$280.00

TO: fax39-1 COMPANY:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated February 27, 2020, is made by URBAN-GRO, INC. (the "**Grantor**") in favour of BRIDGING FINANCE INC., as agent (in such capacity and together with its successors and assigns, the "**Agent**") for itself and the other Lenders (as defined in the Loan Agreement).

WHEREAS, the Grantor, as borrower, and URBAN-GRO CANADA TECHNOLOGIES INC. and IMPACT ENGINEERING, INC., as guarantors, have entered into a Loan Agreement dated as of February 21, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") with the Lenders and the Agent;

AND WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement;

AND WHEREAS, as a condition of the Agent and the Lenders agreeing to make available the credit facilities as contemplated under the Loan Agreement (the "**Credit Facilities**"), the Grantor has executed and delivered a general security agreement in favour of the Agent dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**GSA**");

AND WHEREAS, under the terms of the GSA, the Grantor has granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in all of the Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as specifically defined in the GSA) including, among other property, certain intellectual property of the Grantor, and has agreed to execute this IP Security Agreement for recording with the United States Copyright Office and the United States Patent and Trademark Office and other governmental authorities;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Agent and the Lenders, a security interest in all of the Grantor's right, title and interest in and to the following (collectively, the "**IP Collateral**"):

(A) the patents and patent applications of the Grantor set forth in Schedule A hereto (collectively, the "**Patents**");

(B) the trademark and service mark registrations and applications of the Grantor set forth in Schedule B hereto, together with the goodwill symbolized thereby (collectively, the "**Trademarks**");

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (collectively, the "**Copyrights**");

(D) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

TO: fax39-1 COMPANY:

(E) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(F) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

(G) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(H) all proceeds and products of the foregoing, including without limitation any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all obligations of the Grantor now or hereafter existing under or in respect of the Loan Agreement and any other related credit documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the United States Copyright Office and the United States Patent and Trademark Office and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the IP Collateral are more fully set forth in the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the GSA, the provisions of the GSA shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

[Signature page follows]

TO: fax39-1 COMPANY:

DocuSign Envelope ID: A22E2B1B-DADF-4951-931A-98A51D3CC3B5

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

UPRANLCO, INC

DocuSigned by:

By Bradley Matrass

Name: Bradley Matrass

Title: CEO

[Signature page - IP Security Agreement]

TRADEMARK

REEL: 006916 FRAME: 0552

TO: fax39-1 COMPANY:

Schedule A to the
IP Security Agreement

PATENTS

Grantor:

Title	Jurisdiction	Application Number	Filing Date	Patent Number and Issue Date	Status
Modular sensor architecture for soil and water analysis at various depths from the surface	United States	62/351,989	June 19, 2016	n/a	Expired
Sensor bus architecture for modular sensor systems	United States	15/626,085	June 17, 2017	10,499,123 (December 3, 2019)	Issued
Modular sensor architecture for soil and water analysis at various depths from the surface	United States	15/626,079	June 17, 2017	10,405,069 (September 3, 2019)	Issued
Modular sensor architecture for soil and water analysis at various depths from the surface	United States	16/519,800	July 23, 2019	n/a	Published