

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FXO CORPORATION		01/22/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GREEN ROCK INVESTMENT FUND II LLC		
Street Address:	5546 Rosemead Blvd. #204		
City:	Temple City		
State/Country:	CALIFORNIA		
Postal Code:	91780		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5893482	HONEYLEAF	
Serial Number:	88214038		
Registration Number:	6213928	EFEX	
Registration Number:	5893481		
CORRESPONDENCE DATA			
Fax Number:	7147840031		
<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:	7143827120		
Email:	smurray@garciarainey.com		
Correspondent Name:	Jimmy Chen		
Address Line 1:	Garcia Rainey Blank & Bowerbank LLP		
Address Line 2:	695 Town Center Drive, Suite 700		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Jimmy Chen		
SIGNATURE:	/Jimmy Chen/		
DATE SIGNED:	02/03/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 22, 2021, is made by FXO CORPORATION, a California corporation (the “Grantor”), in favor of GREEN ROCK INVESTMENT FUND II LLC, a California limited liability company (the “Lender”).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of January 22, 2021 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the “Loan Agreement”), by and among Shryne Group, Inc., a California corporation, as borrower (the “Borrower”), Grantor, certain other direct and indirect Subsidiaries of the Borrower, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein and the Grantor has agreed, pursuant to a guaranty agreement dated the date of the Loan Agreement, to guarantee the Secured Obligations (as defined in the Security Agreement referenced below); and

WHEREAS, the Grantor is party to the Subsidiary Security Agreement of even date herewith in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to extend credit to the Borrower thereunder, the Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FXO CORPORATION, as Grantor

By: 
Name: Brian Mitchell
Title: Chief Executive Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

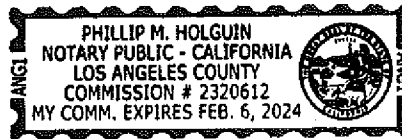
State of California
County of Los Angeles

On 1/21/2021 before me, Phillip Holguin, Notary Public
(insert name and title of the officer)

personally appeared Brian Mitchell,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

Title of Document: Trademark Security Agreement

Name of Entity(ies):

FXO CORPORATION






SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

See attached.

Intellectual Property Licenses

1. AMENDED AND RESTATED NON-EXCLUSIVE LICENSE AGREEMENT – Marketing and Retail Sales Master IP agreement in connection with use of the STIIIZY IP and other IP controlled by STIIIZY
 - a. Effective as of December 1, 2020
 - b. By and between STIIIZY, LLC, a California limited liability company (“Licensor”), and J Stone, LLC (“Licensee”)
2. NON-EXCLUSIVE LICENSE AGREEMENT – Wholesale IP rights granted to Ironworks in connection with the production and distribution of STIIIZY and other IP controlled by STIIIZY.
 - a. Effective as of July 1, 2019
 - b. By and between STIIIZY, LLC, a California limited liability company (“Licensor”), and Ironworks Collective, Inc., a California corporation (“Licensee”)
3. NON-EXCLUSIVE LICENSE AGREEMENT – Master License Agreement transferring all rights and interest to STIIIZY LLC.
 - a. Effective as of July 1, 2019
 - b. By and between STIIIZY, LLC, a California limited liability company (“Licensee”), and FXO Corporation (“Licensor”)

Country	Trademark	Image	Status	App Number	Filed	Registration	Registered	Owner	Classes
US-California	a liquid drop with an upside down leaf in the middle of the drop, with 2 broken lined circling around the drop		Registered			306068	3/22/19	PXO Corporation	31
US-California	CANNABIS SIMPLIFIED		Registered			305331	12/7/18	PXO Corporation	05, 25, 34
US-California	CRAFTED FOR THE CANNABIS CONNOISSEUR		Registered			306069	4/5/19	PXO Corporation	31
US-California	EFEX		Registered			305330	12/6/18	PXO Corporation	05, 34, 25
US-California	EFEX with capitalized "E F E" and the "X" is a stylized letter appearing as an outline but with no closure at ends; with the bottom and top angles extending higher and lower than the "EFE" in front		Registered			300648	3/5/18	PXO Corporation	34
US-California	Ornamental Leaf		Registered			305329	12/6/18	PXO Corporation	05, 25, 34
US-California	HONEYLEAF		Registered			306067	3/22/19	PXO Corporation	31
United States	HONEYLEAF		Registered			88303426	2/15/2019	PXO Corporation	25
United States	Color is not claimed as a feature of the mark. The mark consists of an ornamental leaf.		Registered			88214038	12/20/18	PXO Corporation	25, 34
United States	EFEX		Registered			88214042	12/20/18	PXO Corporation	25, 34
United States	Color is not claimed as a feature of the mark. The mark consists of a liquid drop with upside down leaf in middle; surrounded with two broken lines in shape of circle around drop.		Registered			88303404	2/15/19	PXO Corporation	25
United States	Color is not claimed as a feature of the mark. The mark consists of a liquid drop with upside down leaf in middle; surrounded with two broken lines in shape of circle around drop.		Registered			88303404	2/15/19	PXO Corporation	25

TRADEMARK

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RECORDED: 02/03/2021