

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM633610

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TWEED INC.		03/18/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5343721	COPPER POT BLEND HAND MILLED BY OUR GROW	
<b>Registration Number:</b>	5216286	TWEED	
<b>Serial Number:</b>	86446851	LOOSE LEAF	
<b>Serial Number:</b>	87522475	TWEED FEEL FREE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1343885		
<b>NAME OF SUBMITTER:</b>	Sonya Jackman		
<b>SIGNATURE:</b>	/Sonya Jackman/		
<b>DATE SIGNED:</b>	03/22/2021		
<b>Total Attachments: 5</b>			

OP \$115.00 5343721

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**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 18, 2021 (this "Notice"), made by TWEED INC., a corporation incorporated under the laws of the Province of Ontario (the "Pledgor"), in favour of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Canadian Pledge and Security Agreement, dated as of March 18, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Canadian Pledge and Security Agreement"), among the Parent Borrower, the Co-Borrower and each of the other Subsidiary Loan Parties from time to time party thereto and Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Canadian Pledge and Security Agreement. The rules of construction specified in SECTION 1.01(b) of the Canadian Pledge and Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Canadian Pledge and Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Pledgor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge and grant of security interest will not cover, and the Trademark Collateral shall not include, any Excluded Property.

SECTION 3. *Canadian Pledge and Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Canadian Pledge and Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Canadian Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Canadian Pledge and Security Agreement, the terms of the Canadian Pledge and Security Agreement shall govern.


SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW AND SHALL BE TREATED, IN ALL RESPECTS, AS AN ONTARIO CONTRACT.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

TWEED INC.

By:   
Name: Phil Shaer  
Title: Chief Legal Officer and  
Secretary


WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent,

By:   
Name: \_\_\_\_\_  
Title: Joseph B. Feil  
Vice President


Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Tweed Inc.

*Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
COPPER POT BLENDS HAND MILLED BY OUR GROWERS & DESIGN 	5343721	11/28/2017
TWEED	5216286	6/6/2017

*Trademark Applications*

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
LOOSE LEAF	86446851	11/6/2014
TWEED FEEL FREE Design 	87522475	7/10/2017