

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM639900

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
RESUBMIT DOCUMENT ID:	900603979		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TS BRANDCO INC.		03/18/2021	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5080224	TOKYO SMOKE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1343885		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	04/16/2021		
Total Attachments: 5			
source=E (Canopy - Notice of Grant of Security Interest in Trademarks - TS Brandco Inc.)#page2.tif			
source=E (Canopy - Notice of Grant of Security Interest in Trademarks - TS Brandco Inc.)#page3.tif			
source=E (Canopy - Notice of Grant of Security Interest in Trademarks - TS Brandco Inc.)#page4.tif			

source=E (Canopy - Notice of Grant of Security Interest in Trademarks - TS Brandco Inc.)#page5.tif

source=E (Canopy - Notice of Grant of Security Interest in Trademarks - TS Brandco Inc.)#page6.tif

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 TS BRANDCO 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) **Error! Reference source not found.** 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.

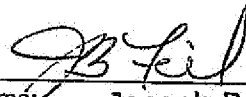
[Signature Pages Follow]

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

TS BRANDCO INC.

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

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent,

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

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by TS Brandco Inc.

Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TOKYO SMOKE	5080224	11/15/2016

Trademark Applications

None.