

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Growers House Operations, LLC		04/09/2021	Limited Liability Company: DELAWARE
Cultivate Seven Operations, LLC		04/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LCAP8-Growers, LLC		
Street Address:	1501 Dragon Street, Suite 102		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75207		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6069158	COMMON CULTURE	
Registration Number:	5952840	CANNA CRIBS	
Serial Number:	88682573	PRISM LIGHTING SCIENCE	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	114012-0011		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	05/05/2021		

CH \$90.00 6069158

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

[Term Loan]

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 9th day of April, 2021, among **LCAP8-GROWERS, LLC**, a Texas limited liability company having an office at 1501 Dragon Street, Suite 102, Dallas, Texas 75207 (together with its successors and assigns, "Lender"), **GROWERS HOUSE OPERATIONS, LLC**, a Delaware limited liability company ("Growers House"), and **CULTIVATE SEVEN OPERATIONS, LLC**, a Delaware limited liability company ("Cultivate"), together with Growers House, "Companies" and each, individually, a "Company", each having its principal place of business at 3635 E 34th St, Tucson, Arizona 85713).

Recitals:

Companies desire to obtain loans and other financial accommodations from Lender pursuant to that certain Term Loan and Security Agreement dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Companies and Lender.

Lender is willing to make loans and other financial accommodations to Companies from time to time, pursuant to the terms of the Loan Agreement, provided that each Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, collaterally assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against such Company in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the registered Trademarks is valid and enforceable; and

(f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons, except Permitted Liens.

4. Each Company covenants and agrees with Lender that:

(a) Such Company will maintain the quality of the products associated with the Trademarks, at a level reasonably consistent with the quality at the time of this Agreement; and

(b) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Lender and its employees and agents the visitation, audit, and inspection rights with respect to such Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of a Company in the regular and ordinary course of such Company's business and for reasonable consideration, and shall not become a party to any agreement with any Person that is inconsistent with each Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and such Company shall give to Lender prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. In the case of an Event of Default, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to any Company, each of which each Company hereby expressly waives, collect directly any payments due such Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Each Company hereby agrees that ten (10) days written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of a Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Companies. If any deficiency shall arise, each Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable and documented external attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Companies (it being the intent of the Companies and Lender that Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Companies **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable for Revolver Advances.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Each Company

shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), and, if requested by Lender in its Permitted Discretion, to (i) file and prosecute opposition and cancellation proceedings, (ii) file and prosecute lawsuits to enforce the Trademarks and (iii) do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Companies. Nothing in this paragraph 12 shall prohibit any Company from abandoning any right to file a trademark application, or any pending trademark application or trademark at any time that no Event of Default exists if such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Companies shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Companies shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Lender may discharge such obligations in such Company's name or in Lender's name, in Lender's sole discretion, but at such Company's expense, and Companies agree to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Companies and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. Each Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

22. To the fullest extent permitted by Applicable Law, each Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.


[Remainder of page intentionally left blank;
signatures appear on following pages.]

WITNESS the execution hereof under seal as of the date first above written.

COMPANIES:

GROWERS HOUSE OPERATIONS, LLC

ATTEST:




Blake Weir, Secretary

By: _____
Jesse Burwell, Treasurer

[COMPANY SEAL]

CULTIVATE SEVEN OPERATIONS, LLC

ATTEST:



Blake Weir, Secretary

By: _____
Jesse Burwell, Treasurer

[COMPANY SEAL]

[Remainder of page intentionally left blank;
signatures continue on the following page.]

WITNESS the execution hereof under seal as of the date first above written.

COMPANIES:

ATTEST:

GROWERS HOUSE OPERATIONS, LLC

Blake Weir, Secretary

By: 

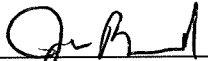
Jesse Burwell, Treasurer

[COMPANY SEAL]

ATTEST:

CULTIVATE SEVEN OPERATIONS, LLC

Blake Weir, Secretary

By: 

Jesse Burwell, Treasurer

[COMPANY SEAL]

[Remainder of page intentionally left blank;
signatures continue on the following page.]

Accepted:

LENDER:

LCAP8-GROWERS, LLC

By: 

Name: Kyle Oudt

Title: Manager

EXHIBIT A

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
Growers House Operations, LLC	COMMON CULTURE	United States Patent and Trademark Office	6069158	06/02/2020
Cultivate Seven Operations, LLC	CANNA CRIBS	United States Patent and Trademark Office	5952840	01/07/2020

Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number</u>	<u>Filing Date</u>
Growers House Operations, LLC	PRISM LIGHTING SCIENCE	United States Patent and Trademark Office	88682573	11/06/2019