

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Surterra Holdings, Inc.		05/07/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Talladega LP
<b>Street Address:</b>	1270 Avenue of the Americas
<b>Internal Address:</b>	7th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020
<b>Entity Type:</b>	Limited Partnership: CANADA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	87848358	SURTERRA
Serial Number:	87848359	SURTERRA WELLNESS
Serial Number:	87848362	FIND YOUR WELLNESS
Serial Number:	87848363	SURTERRA WELLNESS
Serial Number:	87848364	SURTERRA WELLNESS
Serial Number:	88497480	PARALLEL
Serial Number:	88532542	MUSE
Serial Number:	88617777	GOODBLEND
Serial Number:	88638846	P

## CORRESPONDENCE DATA

## Fax Number:

*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.*

Phone: 2128911618  
 Email: chgoip@jenner.com  
 Correspondent Name: Carole A. Duran  
 Address Line 1: 919 Third Avenue  
 Address Line 2: Jenner & Block LLP  
 Address Line 4: New York, NEW YORK 10022

CH \$240.00 87848358

<b>ATTORNEY DOCKET NUMBER:</b>	71114-10008
<b>NAME OF SUBMITTER:</b>	Carole A. Duran
<b>SIGNATURE:</b>	/carole a. duran/
<b>DATE SIGNED:</b>	05/10/2021

**Total Attachments: 16**

source=Non-NETA - Talladega#page1.tif  
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NON-NETA INTELLECTUAL PROPERTY SECURITY AGREEMENT

This NON-NETA INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**Non-NETA IP Security Agreement**”), dated as of May 7, 2021, is made by and among Surterra Holdings, Inc., a Delaware corporation (“**Surterra**”), Molecular Infusions, LLC, a Delaware limited liability company (together with the Surterra, “**Grantors**,” and each, a “**Grantor**”) in favor of Talladega LP (the “**Collateral Agent**”), as collateral agent for the secured parties (the “**Secured Parties**”) under the Credit Agreement dated as of the date hereof (the “**Credit Agreement**”).

RECITALS:

A. The Grantors are a party to that certain Non-NETA Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, pursuant to which each Grantor is required to execute and deliver this Non-NETA IP Security Agreement.

B. Under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with the applicable governmental authorities, including the United States Patent and Trademark Office.

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

1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meaning given to them in the Security Agreement.

2. Grant of Security. As collateral security for the prompt and complete payment and performance in full of all the Secured Obligations, each Grantor hereby pledges, hypothecates and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien and security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (collectively, the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s intent-to-use such trademark prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, and only for so long as, the granting by Grantor of a security interest therein would result in the loss by

Grantor of any material rights therein, or impair the validity or enforceability of any registration that issues therefrom under applicable federal law;

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Loan Documents. The lien and security interest granted pursuant to this Non-NETA IP Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the IP Collateral made and granted hereby are as provided in the Credit Agreement, the Security Agreement, and related documents, and nothing in this Non-NETA IP Security Agreement shall be deemed to limit such rights and remedies. In the event that any provision of this Non-NETA IP Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

4. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other applicable government officials to record and register this Non-NETA IP Security Agreement upon request by the Collateral Agent.

5. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the respective Grantor, the Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the IP Collateral under this Non-NETA IP Security Agreement.

6. Execution in Counterparts. This Non-NETA IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original, but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

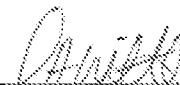
7. Successors and Assigns. This Non-NETA IP Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Non-NETA IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Non-NETA IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

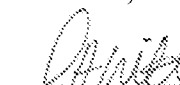
**IN WITNESS WHEREOF**, Grantor has caused this Non-NETA IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

**SURTERRA HOLDINGS, INC.**

By:  \_\_\_\_\_  
Name: James Whitcomb  
Title: Chief Development Officer

**MOLECULAR INFUSIONS, LLC**

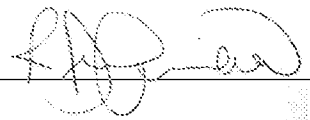
By: SH Parent, Inc., its Sole Member

By:  \_\_\_\_\_  
Name: James Whitcomb  
Title: Chief Development Officer

Address for Notices:  
C/O Surterra Holdings, Inc.  
Attn: Legal  
55 Ivan Allen Jr Blvd NW Ste 900,  
Atlanta, GA 30308  
Phone: (404) 920-4890 x5080  
E-mail: [jwhitcomb@surterra.com](mailto:jwhitcomb@surterra.com)

AGREED TO AND ACCEPTED:

**TALLADEGA LP**, as Collateral Agent  
By: **Talladega Inc.**, its General Partner

By:  \_\_\_\_\_

Title: Authorized Officer

Address:

1270 Avenue of the Americas 7th Floor  
New York, NY 10020

**Schedule 1**  
**Patents**

Assignee	Country	Description and Reference No.	Patent Title	Status	Application Number (Related Applications)	Filing Date	Expiry Date
Molecular Infusions, LLC	United States	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 US2	Formulations	Pending US non-provisional	US16/537,916	12-Aug-2019	15-Feb-2038
Molecular Infusions, LLC	PCT	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 WO	Formulations	National Stage completed	PCT/US18/018382	15-Feb-2018	
Molecular Infusions, LLC	Australia	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 AU	Formulations	Pending national stage application	AU2018221739 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	Canada	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 CA	Formulations	Pending national stage application	CA3053158 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	China	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 CN	Formulations	Pending national stage application	CN201880018218.6 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038



Assignee	Country	Description and Reference No.	Patent Title	Status	Application Number (Related Applications)	Filing Date	Expiry Date
Molecular Infusions, LLC	Colombia	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 CO	Formulations	Pending national stage application	CONC2019/0009986 (PCT/US2018/018382)	13-Sep-2019	15-Feb-2038
Molecular Infusions, LLC	Europe	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 EP	Formulations	Pending national stage application	EP18753705.5 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	Israel	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 IL	Formulations	Pending national stage application	IL268697 (PCT/US2018/018382)	14-Aug-2019	15-Feb-2038
Molecular Infusions, LLC	Japan	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 JP	Formulations	Pending national stage application	JP2019564395 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	Mexico	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 MX	Formulations	Pending national stage application	MX2019009642 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	Thailand	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 TH	Formulations	Pending national stage application	1901004987	15-Feb-2018	14-Feb-2038

Assignee	Country	Description and Reference No.	Patent Title	Status	Application Number (Related Applications)	Filing Date	Expiry Date
Molecular Infusions, LLC	United States	SEDDS beverage technology for oral cannabinoid delivery 4268,1001 US1 (CIP of 4268,1000 WO;	Formulations	Pending US non-provisional	16/789,869	13-Feb-2020	8-Aug-2038
Molecular Infusions, LLC	PCT	SEDDS beverage technology for oral cannabinoid delivery	Formulations	National Stage completed	PCT/US2018/045714	8-Aug-2018	
Molecular Infusions, LLC	United States	NP beverage technology for oral cannabinoid delivery 4268,3000 US1	Polymer-Based Oral Cannabinoid and/or Terpene Formulations	Pending US non-provisional	US16/672,057	1-Nov-2019	1-Nov-2039
Molecular Infusions, LLC	PCT	NP beverage technology for oral cannabinoid delivery 4268,3000 WO	POLYMER-BASED ORAL CANNABINOID AND/OR TERPENE FORMULATIONS	Pending PCT	PCT/US19/59510	1-Nov-2019	
Molecular Infusions, LLC	United States	Novel Soft-mist inhaler cannabinoid formulations 4268,3005 US1	Methods for Non-Irritating Pulmonary Administration of Cannabinoids Using Soft Mist Inhalers	Pending US non-provisional	US16/788,507	12-Feb-2020	12-Feb-2040

Assignee	Country	Description and Reference No.	Patent Title	Status	Application Number (Related Applications)	Filing Date	Expiry Date
Molecular Infusions, LLC	PCT	Novel Soft-mist inhaler cannabinoid formulations	METHODS FOR NON-IRRITATING PULMONARY ADMINISTRATIONS OF CANNABINOIDS USING SOFT MIST INHALERS	Pending PCT	PCT/US20/17841	12-Feb-2020	
Molecular Infusions, LLC	United States	Powder SEDDS beverage technology	Solid Cannabinoid Formulation for Oral Administration	Pending US non-provisional	US17/210810	24-Mar-2021	
Molecular Infusions, LLC	PCT	Powder SEDDS beverage technology	Solid Cannabinoid Formulation for Oral Administration	Pending PCT	PCT/US21/23822	24-Mar-2021	
Molecular Infusions, LLC	United States	4268,3006 WO	Formulations and Methods for Non-Irritating Pulmonary Administration of Cannabinoids	Expired	US62/804,892 US62/976,853	13-Feb-2019 14-Feb-2020	13-Feb-2020 14-Feb-2021
Molecular Infusions, LLC	United States	Novel soft mist inhaler cannabinoid formulation	Methods for Non-Irritating Pulmonary Administration of Cannabinoids Using Soft Mist Inhalers	PCT Pending	PCT/US20/17840	12-Feb-2020	

Assignee	Country	Description and Reference No.	Patent Title	Status	Application Number (Related Applications)	Filing Date	Expiry Date
Molecular Infusions, LLC	United States	4268,3007 US	Purified Cannabinoids Isolated from Fermentate	U.S. Provisional Pending	63/153002	24-Feb-2021	Estimated 24-Feb-2042

Schedule 2

Trademark Registrations and Trademark Applications

Owner	Country	Trademark Name	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Surterra Holdings, Inc.	United States	SURTERRA	Registered	87/848358	24-Mar-2018	6309305	30-Mar-2021
Surterra Holdings, Inc.	United States	SURTERRA WELLNESS	Opposed	87/848359	24-Mar-2018		
Surterra Holdings, Inc.	United States	FIND YOUR WELLNESS	Registered	87/848362	24-Mar-2018	5991748	18-Feb-2020
Surterra Holdings, Inc.	United States	SURTERRA WELLNESS	Opposed	87/848363	24-Mar-2018		
Surterra Holdings, Inc.	United States	SURTERRA WELLNESS and Design	Allowed	87/848364	24-Mar-2018		
Surterra Holdings, Inc.	Italy	PARALLEL	Registered	1524991	31-Dec-2019	1524991	31-Dec-2019
Surterra Holdings, Inc.	Thailand	PARALLEL	Pending	1524991	31-Dec-2019	1524991	31-Dec-2019
Surterra Holdings, Inc.	United States	PARALLEL	Published	88/497480	02-Jul-2019		
Surterra Holdings, Inc.	United States	MUSE	Suspended	88/532542	24-Jul-2019		

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Owner	Country	Trademark Name	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Surterra Holdings, Inc.	European Union	MUSE	Registered	018110451	16-Aug-2019	018110451	09-Jan-2020
Surterra Holdings, Inc.	United Kingdom	MUSE	Registered	018110451	16-Aug-2019	018110451	09-Jan-2020
Surterra Holdings, Inc.	United States	GOODBLEND	Allowed	88/617777	16-Sep-2019		
Surterra Holdings, Inc.	Switzerland	P Logo	Registered	1522253	20-Feb-2020	1522253	20-Feb-2020
Surterra Holdings, Inc.	Italy	P Logo	Pending (Partial Provisional Refusal 18-Mar-2021)	1522253	20-Feb-2020	1522253	20-Feb-2020
Surterra Holdings, Inc.	Thailand	P Logo	Pending	1522253	20-Feb-2020	1522253	20-Feb-2020
Surterra Holdings, Inc.	United States	P Logo	Published	88/638846	02-Oct-2019		
Surterra Holdings, Inc.	Switzerland	PARALLEL	Registered	00011/2020	02-Jan-2020	747292	20-May-2020
Surterra Holdings, Inc.	China	PARALLEL	Refused	1524991	31-Dec-2019	1524991	31-Dec-2019

Owner	Country	Trademark Name	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Surterra Holdings, Inc.	Colombia	PARALLEL	Registered (Granted – Partial (Classes 10, 35, 44))	1524991 SD2020/0026932	31-Dec-2019	1524991 SD2020/0026932	31-Dec-2019 [Granted 25-Sep-2020]
Surterra Holdings, Inc.	Germany	PARALLEL	Pending (Provisional refusal 24-Sep-2020)	1524991	31-Dec-2019		
Surterra Holdings, Inc.	Spain	PARALLEL	Registered	1524991	31-Dec-2019	1524991	31-Dec-2019 [Granted 11-Nov-2020]
Surterra Holdings, Inc.	France	PARALLEL	Registered	1524991	31-Dec-2019	1524991	31-Dec-2019 [Granted 03-Sep-2020]
Surterra Holdings, Inc.	International Registration	PARALLEL	Registered	1524991	31-Dec-2019	1524991	31-Dec-2019

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Owner	Country	Trademark Name	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Surterra Holdings, Inc.	China	P Logo	Refused	1522253	20-Feb-2020	1522253	20-Feb-2020
Surterra Holdings, Inc.	Colombia	P Logo	Registered	1522253 [CO # SD2020/0023758]	20-Feb-2020	1522253 [CO # 668282]	20-Feb-2020 [Granted 19-Nov-2020]
Surterra Holdings, Inc.	Germany	P Logo	Registered	1522253	20-Feb-2020	1522253	20-Feb-2020
Surterra Holdings, Inc.	Spain	P Logo	Registered	1522253	20-Feb-2020	1522253	20-Feb-2020 [Granted 16-Oct-2020]
Surterra Holdings, Inc.	France	P Logo	Registered	1522253	20-Feb-2020	1522253	Feb-20-2020 [Granted 03-Sep-2020]

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Owner	Country	Trademark Name	Status	App. No.	Filing Date	Reg. No.	Reg. Date	
Surtterra Holdings, Inc.	International Registration	P Logo	Registered	1522253	20-Feb-2020	1522253	20-Feb-2020	
								Designating:
								China – Refused
								Colombia – Granted
	France – Granted							
	Germany – Granted							
	Italy – Refused - Partial							
	Spain – Granted							
	Switzerland – Granted							
	Thailand – Pending							
Surtterra Holdings, Inc.	Switzerland	GOODBLEND	Pending (Total Provisional Refusal 16-Mar-2021)	1525720	16-Mar-2020			
Surtterra Holdings, Inc.	China	GOODBLEND	Refused	1525720	16-Mar-2020	1525720	16-Mar-2020	
Surtterra Holdings, Inc.	Colombia	GOODBLEND	Registered	1525720 [CO # SD2020/0029178]	16-Mar-2020	1525720 [CO # 669423]	16-Nov-2020 [Granted 8-Oct-2020]	
Surtterra Holdings, Inc.	Germany	GOODBLEND	Refused	1525720	16-Mar-2020			

Owner	Country	Trademark Name	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Surterra Holdings, Inc.	Spain	GOODBLEND	Registered	1525720	16-Mar-2020	1525720	16-Mar-2020
Surterra Holdings, Inc.	Italy	GOODBLEND	Pending (Granted)	1525720	16-Mar-2020	1525720	16-Mar-2020 [Granted 06-Nov-2020]
Surterra Holdings, Inc.	Thailand	GOODBLEND	Pending	1525720	16-Mar-2020		
Surterra Holdings, Inc.	International Registration	GOODBLEND	Registered	1525720	16-Mar-2020	1525720	16-Mar-2020
	Designating: China – Refused Colombia – Granted Germany – Refused Italy – Granted Spain – Granted Switzerland – Refused Thailand – Pending						
Surterra Holdings, Inc.	China	GOODBLEND	Pending	50517129	19-Oct-2020		

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RECORDED: 05/10/2021