

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A&A Global Imports, LLC	FORMERLY A&A Global Imports, Inc.	06/01/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FEAC Agent, LLC		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6128498	PINCH N SLIDE	
Registration Number:	4894410	PINCHNSLIDE	
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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	06/01/2021		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of June 1, 2021, is made by A&A Global Imports, LLC, a California limited liability company (f/k/a A&A Global Imports, Inc.) ("Grantor"), in favor of FEAC Agent, LLC, as administrative agent for the ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of June 1, 2021, with and in favor of Administrative Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) 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.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

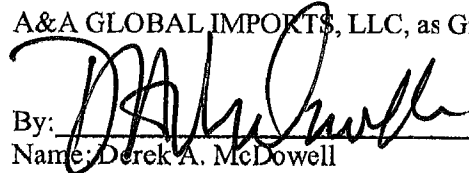
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

A&A GLOBAL IMPORTS, LLC, as Grantor

By: 
Name: Derek A. McDowell
Title: Vice President

FEAC AGENT, LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

A&A GLOBAL IMPORTS, LLC, as Grantor


By: _____
Name: _____
Title: _____

FEAC AGENT, LLC,
as Administrative Agent

By: 
Name: Michelle Handy
Title: Managing Director

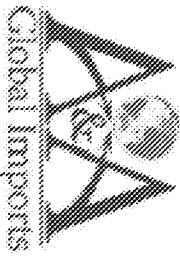
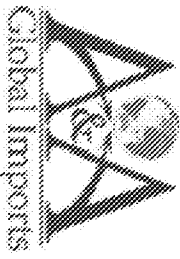

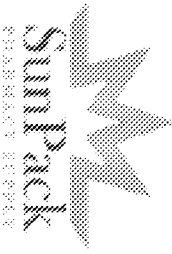
SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>Reg. No./Appl. No.</u>	<u>Country/State</u>	<u>Issue Date/ App. Date</u>	<u>Mark</u>	<u>Goods/Services</u>	<u>Owner (and Notes, if any)</u>
90/165,626	USA	9/8/2020	PINCH N PULL	Plastic bags for packaging, in Class 16	A&A Global Imports, Inc.
6,128,498 88/685,838	USA	8/18/2020 11/8/2019	PINCH N SLIDE	Plastic bags for packaging, in Class 16	A&A Global Imports, Inc.
4,894,410 86/505,077	USA	2/2/2016 1/15/2015		Plastic bags for packaging, in Class 16	A&A Global Imports, Inc.
47264	OR	4/25/2018	Design Only	Smoke shop and dispensary supply, in Class 35	A&A Global Imports, Inc.
47262	OR	4/25/2018	MARIJUANA PACKAGING & Design	Smoke shop and dispensary supply, in Class 35	A&A Global Imports, Inc.
47263	OR	4/25/2018	MARIJUANA PACKAGING	Smoke shop and dispensary supply, in Class 35	A&A Global Imports, Inc.
89692	AK	4/18/2018	Design Only	Advertising and business, in Class 35	A&A Global Imports, Inc.
89693	AK	4/18/2018	MARIJUANA PACKAGING & Design	Advertising and business, in Class 35	A&A Global Imports, Inc.

20181212549	CO	Mar. 13, 2018	Design Only	Smoke shop and dispensary supply, in Class 35	A&A Global Imports, Inc.
20181212442	CO	Mar. 13, 2018	MARIJUANA PACKAGING	Smoke shop and dispensary supply, in Class 35	A&A Global Imports, Inc.
20181210416	CO	3/12/2018	MARIJUANA PACKAGING & Design	Smoke shop and dispensary supply, in Class 35	A&A Global Imports, Inc.
9054007	AZ	3/13/2018	Design Only	Smoke shop and dispensary supply, in Class 35	A&A Global Imports, Inc.
9054004	AZ	3/13/2018	MARIJUANA PACKAGING	Smoke shop and dispensary supply, in Class 35	A&A Global Imports, Inc.
9052640	AZ	3/2/2018	MARIJUANA PACKAGING & Design	Smoke shop and dispensary supply, in Class 35	A&A Global Imports, Inc.
300574	CA	2/2/2018	MARIJUANA PACKAGING & Design	Smoke shop and dispensary supply, in Class 35	A&A Global Imports, Inc.

UNREGISTERED TRADEMARKS

Mark	Country/State	Use of this unregistered mark appears at the following site(s)	Owner (and Notes, if any)
A&A GLOBAL IMPORTS 	USA	https://aaglobalimports.com/	A&A Global Imports, Inc.
A&A GLOBAL IMPORTS 	USA	https://aaglobalimports.com/	A&A Global Imports, Inc.
CCELL CARTS 	USA	https://ccellcarts.com/	A&A Global Imports, Inc.
SUNPACK PHARMACY SUPPLY	USA	https://www.facebook.com/sunpacksupply/ https://www.instagram.com/sunpack_supply/	A&A Global Imports, Inc.
SUNPACK SUPPLY	USA	https://sunpacksupply.com/ https://www.facebook.com/sunpacksupply/ https://www.instagram.com/sunpack_supply/	A&A Global Imports, Inc.
	USA	https://sunpacksupply.com/ https://www.facebook.com/sunpacksupply/ https://www.instagram.com/sunpack_supply/	A&A Global Imports, Inc.

TRADEMARK

REEL: 007311 FRAME: 0803

RECORDED: 06/01/2021