

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM656110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PharmaCann Inc.		06/24/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Trust Company LLC		
Street Address:	3 Second Street, Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87541575	MATTER	
Serial Number:	90576160	MATTER.	
Serial Number:	90576282	MATTER.LITE	
Serial Number:	87691418	PHARMACANNIS	
Serial Number:	88826035	PHARMACANN	
Serial Number:	87903378	VERILIFE	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314-552-6077		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Shoko Naruo		
Address Line 1:	Thompson Coburn LLP		
Address Line 2:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	60922-153682		
NAME OF SUBMITTER:	Shoko Naruo		
SIGNATURE:	/Shoko Naruo/		
DATE SIGNED:	06/25/2021		

CH \$165.00 87541575

Total Attachments: 5

source=Trademark Security Agreement (executed)(123934012.1)-C#page1.tif

source=Trademark Security Agreement (executed)(123934012.1)-C#page2.tif

source=Trademark Security Agreement (executed)(123934012.1)-C#page3.tif

source=Trademark Security Agreement (executed)(123934012.1)-C#page4.tif

source=Trademark Security Agreement (executed)(123934012.1)-C#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 24, 2021 (this “Agreement”), among PharmaCann Inc., a Delaware corporation (the “Grantor”) and GLAS Trust Company LLC in its capacity as collateral agent for the Holders as defined in the Indenture referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) that certain Indenture dated as of June 24, 2021, between Grantor and the Collateral Agent and (c) the Pledge and Security Agreement dated as of June 24, 2021 (the “Security Agreement”), by and among Grantor, the other “Grantors” party thereto, and the Collateral Agent;

WHEREAS, the Holders have agreed to extend credit to Grantor subject to the terms and conditions set forth in the Indenture; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

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

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Indenture, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Holders, a continuing security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”), provided that any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing with respect thereto of a verified “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, to the extent that, and during the period in which, the grant of a security interest in such intent-to-use application would impair the validity or enforceability of any registration that issues from that intent-to-use application under applicable federal law shall not be considered Collateral.

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or by email as a “.pdf” or “.tif” attachment shall be as effective as delivery of a manually signed counterpart of this Agreement.

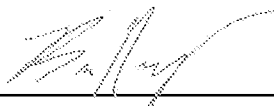
SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

SECTION 6. Recordation. Grantor hereby authorizes and requests the Commissioner of Trademarks to record this Agreement in the United States Patent and Trademark Office with regard to the Collateral.

[Signature Pages Follow]

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

PHARMACANN INC.

By: 
Name: Brett Novey
Title: Chief Executive Officer

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

**GLAS TRUST COMPANY LLC, as Collateral
Agent**



By: _____

Name: Yana Kistenko
Title: Vice President

Schedule I

Trademark Name	Serial Number	Filing Date
MATTER	87/541575	7/25/2017
MATTER.	90/576160	3/12/2021
MATTER.LITE	90/576282	3/12/2021
PHARMACANNIS	87/691418	11/20/2017
PHARMACANN	88/826035	3/9/2020
VERILIFE	87/903378	5/2/2018