

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. MERCHANTS FINANCIAL GROUP, INC.		11/30/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CIBC BANK USA, AS ADMINISTRATIVE AGENT		
Street Address:	1550 WEWATTA ST., SUITE 520		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6381570	ESSENTIAL HYGIENE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6613.081		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	09/27/2021		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of this 30th day of November, 2020, by U.S. MERCHANTS FINANCIAL GROUP, INC., a California corporation ("Grantor"), in favor of CIBC BANK USA, as administrative agent ("Agent") for itself and the other lenders party to the Loan Agreement referred to below (the "Lenders").

W I T N E S S E T H

WHEREAS, Grantor, certain Affiliates of Grantor, Agent and Lenders are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Agent and the Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by the Loan Parties to Agent, for the benefit of itself and the Lenders, of a security interest in certain of the Loan Parties' assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for the benefit of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor represents and warrants to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened in writing with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before Grantor's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term; Royalties. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or

proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantor's obligations under this Section 10 shall be borne by Grantor.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements 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.

13. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in California.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[signature page follows]

Agreed and accepted as of the date
first written above:

CIBC BANK USA, as Agent

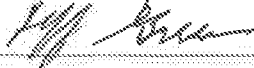
By: 

Name: Cole Anderson

Title: Officer

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

U.S. MERCHANTS FINANCIAL GROUP, INC.

By: 
Name: _____
Title: _____

SCHEDULE A

TRADEMARK REGISTRATIONS

UNITED STATES

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG DATE
INSTAVIEW	88494320	6148780	09/08/20
PARTY BLAST	88059939	6136902	08/25/20
PARTY BLAST	88059934	6136901	08/25/20
PARTY BLAST	88059924	6136900	08/25/20
GREENMADE	88594450	5967642	01/21/20
PARTY WAND	88123909	5933449	12/10/19
YOUR ONE STOP PARTY PACKAGE	88123941	5928077	12/03/19
TOTAL PARTY	88059898	5795945	07/02/19
TOTAL PARTY	88059888	5795944	07/02/19
TOTAL PARTY	88059809	5795943	07/02/19
MARIJUANA LOCK	87328892	6029539	04/07/20
Z ZIARI	87980629	5904279	11/05/19
420LOCK	87337503	5840119	08/20/19
INSTALOCK	87324415	5788251	06/25/19
THE HEAT MACHINE	87935499	5783856	06/18/19
STORAGE LOCK	87326149	5758137	05/21/19
THE HEAT MACHINE	87619537	5741859	04/30/19
MEGATOTE	87730826	5710957	03/26/19
GREENMADE	87916479	5637749	12/25/18
SIP 'N DIP	87419211	5623446	12/04/18
TUFF 'N STRONG	87329203	5623306	12/04/18
US US MERCHANTS FACILITIES THROUGHOUT NORTH AMERICA & CANADA	87365809	5612648	11/20/18
US	87365799	5612647	11/20/18
TUFF 'N STURDY	87329176	5607699	02/08/17
TUFF 'N STURDY	87262794	5607640	11/13/18
TUFF 'N STURDY	87977028	5466425	05/08/18
PROFESSIONAL GRADE	87218295	5366087	12/26/17

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
BUILT TUFF TO LAST	87218276	5366086	12/26/17
TUFF 'N STURDY	87975718	5298347	09/26/17
AUTOCRATE	87073117	5224905	06/13/17
GREEN PACK	86850316	5225880	06/20/17
INSTA-CRATE	86656683	5219050	06/06/17
G GREEN MARINE	86907037	5365533	12/26/17
GREENMADE	86649302	5167072	03/21/17
PROFESSIONAL BOX	86854442	5131517	01/31/17
INTELLI-CRATE	86650795	5046543	09/20/16
GREENMAID	86649289	5046538	09/20/16
INSTA-CRATE	86649287	5046537	09/20/16
COLLAPSI-CRATE	86650843	5032855	08/30/16
GREENMATE	86649262	5032851	08/30/16
GREENMAKE	86649247	5032850	08/30/16
FOLD-A-CRATE	86650786	4970717	05/31/16
BUTTERFLY PALLET SHROUD	76685435	3604802	04/14/09
GREEN PACK	76642343	3195488	01/09/07
JEFF GREEN STANDARD	76642037	3102852	06/13/06

CANADA

TRADEMARK	APPLICATION NUMBER	REG. NUMBER	REG. DATE
INSTACRATE and Design	1745548	TMA1005178	09/19/18
PROFESSIONAL BOX and Design	1767138	TMA1004885	09/14/18
GREENMADE	1745549	TMA980990	09/20/17

TRADEMARK APPLICATIONS

UNITED STATES

None.

CANADA

TRADEMARK	APPLICATION NUMBER	FILED DATE
GREENMADE	1987953	10/01/19

SCHEDULE A
(continued)

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
ESSENTIAL HYGIENE	88847540	6381570	06/08/21