

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689756

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Concessions Group Inc.		11/15/2021	Corporation: COLORADO
Slang Vermont, Inc.	FORMERLY High Fidelity, Inc.	11/15/2021	Corporation: VERMONT
Slang Worldwide Inc.		11/15/2021	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Seventh Avenue Investments, LLC
Street Address:	Attn.: Samuel Brill, President and Chief Investment Officer
Internal Address:	810 Seventh Avenue, 28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4891133	O.PENVAPE
Registration Number:	5131357	O.PENVAPE
Registration Number:	4491979	O.PEN
Registration Number:	4911930	FIREFLY
Registration Number:	4489299	FIREFLY
Registration Number:	5840484	
Registration Number:	5840485	FIREFLY MINI
Registration Number:	4710578	IT'S WHAT'S INSIDE THAT COUNTS
Registration Number:	5486756	ISH
Registration Number:	5060127	A FRIEND FOR LIFE
Registration Number:	4998318	A FRIEND FOR LIFE
Registration Number:	4764275	TRETAP
Registration Number:	4454572	TRETAP
Registration Number:	5900974	CERES NATURAL REMEDIES
Registration Number:	4911943	FIREFLY

CH \$665.00 4891133

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4791274	GO.PEN
Registration Number:	4891132	O.PENVAPE
Registration Number:	4798219	
Registration Number:	5868867	CERAMFLO
Serial Number:	86969797	RESERVE
Serial Number:	86816285	THE DABARATUS
Serial Number:	87168058	BAKKED
Serial Number:	87183434	
Serial Number:	88669644	HEALING WITHOUT THE HIGH
Serial Number:	90022627	GYRO
Registration Number:	5664231	LUNCHBOX ALCHEMY

CORRESPONDENCE DATA

Fax Number: 3129847700

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: 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:	116128-0011
NAME OF SUBMITTER:	Jennifer M. Mikulina
SIGNATURE:	/Jennifer M. Mikulina/
DATE SIGNED:	11/22/2021

Total Attachments: 22

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of November 15, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **SEVENTH AVENUE INVESTMENTS, LLC**, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of November 15, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among by and among **SLANG WORLDWIDE, INC.**, a company incorporated under the Canada Business Corporations Act (“SLANG”), the Subsidiaries of **SLANG** party thereto as “Borrowers” and any other Person which becomes a borrower thereunder, collectively, the “Borrowers” and each individually, a “Borrower”), the subsidiaries of **SLANG** party thereto from time to time as Guarantors, the lenders party thereto from time to time (the “Lenders”) and SAI, as the Administrative Agent and the Collateral Agent, the Lenders have made or severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of November 15, 2021, executed by the Grantors in favor of the Collateral Agent (and it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), to grant a security interest and Lien in the Collateral of such Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to the Borrowers under the Credit Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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, hereby grants to the Collateral Agent for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor (collectively, the “Trademark Collateral”):

- 2.1 (a) all of its Trademarks including those referred to on Annex A attached hereto;
- 2.1 (b) all renewals of the foregoing section 2.1(a);
- 2.1 (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing sections 2.1(a) and (b); and

2.1 (d) all products and Proceeds of the foregoing sections 2.1(a)–(c), including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. [Reserved.]

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

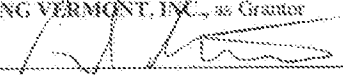
Section 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAWS OF THE STATE OF NEW YORK.**

Section 7. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Administrative Agent shall, at the reasonable written request and sole expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement, upon Borrowers' written request, Administrative Agent will, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


CERES LLC, by its sole member,
SLANG VERMONT, INC., as Grantor

By: 
Name: Mikel Rutherford
Title: Treasurer

CHAMPLAIN VALLEY DISPENSARY, INC., as
Grantor

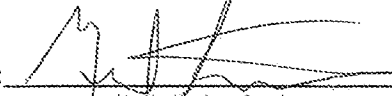
By: 
Name: Mikel Rutherford
Title: Treasurer

NATIONAL CONCESSIONS GROUP INC., as
Grantor


By: 
Name: Mikel Rutherford
Title: Treasurer

[Signature Page to Trademark Security Agreement]

SLANG VERMONT, INC., as Grantor

By: 
Name: Mikel Rutherford
Title: Treasurer

SLANG COLORADO MANUFACTURING INC.,
as Grantor

By: 
Name: Mikel Rutherford
Title: Treasurer

[Signature Page to Trademark Security Agreement]

SEVENTH AVENUE INVESTMENTS, LLC,
as Collateral Agent

By:  _____
Name: Samuel Brill
Title: President and Chief Investment Officer

[Signature Page to Trademark Security Agreement]

ANNEX A

Trademark Registrations/Applications

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
US	7688-10	National Concessions Group Inc.	O.PENVAPE	REGISTERE D	86/014,584	7/19/2013	4,891,133	1/26/2016
US	7688-10-1	National Concessions Group Inc.	O.PENVAPE	REGISTERE D	86/830,578	11/24/2015	5,131,357	1/31/2017
US	7688-104	National Concessions Group Inc.	RESERVE	ALLOWED	86/969,797	4/8/2016		
Community Trademark	7688-10-CTM	National Concessions Group Inc.	O.PENVAPE	REGISTERE D	012809232	4/22/2014	012809232	9/17/2014

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
Great Britain	7688-10-GB-C	National Concessions Group Inc.	O.PENVAPE	REGISTERE D	UK00912809 232	4/22/2014	UK00912809 232	9/17/2014
US	7688-11	National Concessions Group Inc.	O.PEN	REGISTERE D	85/728,648	9/13/2012	4,491,979	3/4/2014
European Union	7688-114-EU	National Concessions Group Inc.	ORGANA BRANDS	REGISTERE D	017185893	9/8/2017	017185893	1/8/2018
Great Britain	7688-114-GB-C	National Concessions Group Inc.	ORGANA BRANDS	REGISTERE D	UK00917185 893	9/8/2017	UK00917185 893	1/8/2018
Community Trademark	7688-11-CTM	National Concessions Group Inc.	O.PEN	REGISTERE D	012809364	4/22/2014	012809364	9/17/2014

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
Great Britain	7688-11-GB-C	National Concessions Group Inc.	O.PEN	REGISTERE D	UK00912809 364	4/22/2014	UK00912809 364	9/17/2014
Community Trademark	7688-12-CTM	National Concessions Group Inc.	DABARATU S	REGISTERE D	012809422	4/22/2014	012809422	9/17/2014
Great Britain	7688-12-GB-C	National Concessions Group Inc.	DABARATU S	REGISTERE D	UK00912809 422	4/22/2014	UK00912809 422	9/17/2014
US	7688-140	National Concessions Group Inc.	FIREFLY	REGISTERE D	86/369,621	8/18/2014	4,911,930	3/8/2016
China	7688-140-CN-1	National Concessions Group Inc.	FIREFLY	PENDING	58671570			

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
World	7688-140-	National	FIREFLY	REGISTERE	1493745	8/20/2019	1493745	8/20/2019
Intellectual Property Organization (WIPO)	WO	Concessions Group Inc.		D				
US	7688-141	National	FIREFLY	REGISTERE	85/752,268	10/11/2012	4,489,299	2/25/2014
		Concessions Group, Inc.		D				
Canada	7688-141-CA	National	FIREFLY	REGISTERE	1657288	12/20/2013	TMA921818	11/30/2015
		Concessions Group Inc.		D				
Great Britain	7688-141-	National	FIREFLY	REGISTERE	UK00801210	12/16/2013	UK00801210	12/16/2013
	GB-C	Concessions Group Inc.		D	426		426	

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
World	7688-141-	National	FIREFLY	REGISTERE	1210426	12/16/2013	1210426	12/16/2013
Intellectual Property Organization (WIPO)	WO	Concessions Group Inc.		D				
Australia	7688-141-	National	FIREFLY	REGISTERE	1210426	12/16/2013	1210426	12/16/2013
	WO-AU	Concessions Group Inc.		D				
European Union	7688-141-	National	FIREFLY	REGISTERE	1210426	12/16/2013	1210426	12/16/2013
	WO-EU	Concessions Group Inc.		D				
Japan	7688-141-	National	FIREFLY	REGISTERE	1210426	12/16/2013	1210426	12/16/2013
	WO-JP	Concessions Group Inc.		D				

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
South Korea	7688-141-WO-KR	National Concessions Group Inc.	FIREFLY	REGISTERE D	1210426	12/16/2013	1210426	12/16/2013
US	7688-143	National Concessions Group, Inc.	FIREFLY Logo	REGISTERE D	87/804,569	2/20/2018	5,840,484	8/20/2019
Canada	7688-143-CA	National Concessions Group Inc.	FIREFLY Logo	REGISTERE D	1884254	2/21/2018	TMA107267	2/13/2020
China	7688-143-CN	National Concessions Group Inc.	FIREFLY Logo	REGISTERE D	30104546	4/9/2018	30104546	2/28/2019
European Union	7688-143-EU	National Concessions Group Inc.	FIREFLY Logo	REGISTERE D	17851874	2/22/2018	17851874	6/29/2018

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
Great Britain	7688-143-GB-C	National Concessions Group Inc.	FIREFLY Logo	REGISTERE D	UK00917851 874	2/22/2018	UK00917851 874	6/29/2018
China	7688-144-CN	National Concessions Group Inc.	FIREFLY (Chinese Characters)	REGISTERE D			16528777	5/7/2016
US	7688-145	National Concessions Group, Inc.	FIREFLY MINI	REGISTERE D	87/804,580	2/20/2018	5,840,485	8/20/2019
Canada	7688-145-CA	National Concessions Group Inc.	FIREFLY MINI	REGISTERE D	1884257	2/21/2018	TMA107267 4	2/13/2020
China	7688-145-CN	National Concessions Group Inc.	FIREFLY MINI	REGISTERE D	30129082	4/9/2018	30129082	3/7/2019

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
European Union	7688-145-EU	National Concessions Group Inc.	FIREFLY MINI	REGISTERE D	17844374	2/22/2018	17844374	6/29/2018
Great Britain	7688-145-GB-C	National Concessions Group Inc.	FIREFLY MINI	REGISTERE D	UK00817844 374	2/22/2018	UK00817844 374	6/29/2018
European Union	7688-146-EU	National Concessions Group Inc.	MINI 100X & Design	REGISTERE D	17844382	2/22/2018	17844382	6/29/2018
Great Britain	7688-146-GB-C	National Concessions Group Inc.	MINI 100X & Design	REGISTERE D	UK00917844 382	2/22/2018	UK00917844 382	6/29/2018
US	7688-18	National Concessions Group Inc.	IT'S WHAT'S INSIDE	REGISTERE D	86/188,912	2/10/2014	4,710,578	3/31/2015

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
			THAT COUNTS					
US	7688-21	National Concessions Group Inc.	ISH	REGISTERE D	86/188,911	2/10/2014	5,486,756	6/5/2018
US	7688-44	National Concessions Group, Inc.	A FRIEND FOR LIFE	REGISTERE D	86/457,653	11/18/2014	5,060,127	10/11/2016
US	7688-44-1	National Concessions Group, Inc.	A FRIEND FOR LIFE	REGISTERE D	86/879,983	1/19/2016	4,998,318	7/12/2016
US	7688-63	National Concessions Group Inc.	THE DABARATU S	ALLOWED	86/816,285	11/11/2015		

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
US	7688-69	National Concessions Group Inc.	BAKED	PENDING	87/168,058	9/12/2016		
US	7688-70	National Concessions Group Inc.	BAKED Logo	PENDING	87/183,434	9/26/2016		
Canada	8766-1-CA	Slang Colorado Manufacturin g Inc.	ORGANA BRANDS	REGISTERE D	1,859,024	9/22/2017	TMA1,069,4 48	1/14/2020
Canada	8766-2-CA	Slang Colorado Manufacturin g Inc.	O.PENVAPE	REGISTERE D	1,859,031	9/22/2017	TMA1,069,4 43	1/14/2020

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
US	88669644	High Fidelity, Inc.	HEALING WITHOUT THE HIGH	PENDING	88/669644	10/25/2019		
USA - California		National Concessions Group Inc.	O.PENVAPE (Stylized)	Registered			CA 00120971	03/01/2016
USA - Washington		National Concessions Group Inc.	O.PENVAPE and Design	Registered			WA 58112	06/30/2015
USA - Vermont		High Fidelity, Inc.	CERES NATURAL REMEDIES	Registered			VT 9018	01/14/2019

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
USA		Ceres LLC	TRETAP and Design	Registered	86449291	11/10/2014	4764275	06/30/2015
USA		Ceres LLC	TRETAP and Design	Registered	85925617	05/07/2013	4454572	04/18/2019
USA - Vermont		Champlain Valley Dispensary, Inc.	GREEN MOUNTAIN CANNABIS	Registered			VT 0008803	06/29/2015

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
US		High Fidelity, Inc.	CERES NATURAL REMEDIES	REGISTERE D	88257391	1/10/2019	5900974	11/5/2019
USA OR		National Concessions Group Inc.	ORGANA BRANDS	REGISTERE D			45546	3/1/2016
USA OR		National Concessions Group Inc.	O.PENVAPE	REGISTERE D			45140	6/19/2015

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
USA NV		National Concessions Group Inc.	ORGANAB RANDS	REGISTERE D			E023002201 6-2	5/18/2016
Great Britain	7688 14 GB C	National Concessions Group Inc.	gO pen & Design	Registered	UK00912820 346	4/25/2014	UK00912820 346	8/30/2015
Great Britain	7688 150 GB C	National Concessions Group Inc.	SMALLER IS FRESHER	Registered	UK00981201 17	9/4/2019	UK00918120 117	10/14/2020

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
Canada		National Concessions Group Inc.	SMALLER IS FRESHER	Pending	1983409			
US	7688 160	National Concessions Group Inc.	GYRO	Pending	90/022,627	6/26/2020		
Great Britain	7688 25 GB C	National Concessions Group Inc.	O Logo	Registered	UK00912809 612	4/22/2014	UK00912809 612	9/17/2014

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
USA		National Concessions Group Inc.	FIREFLY and Design	Registered	86379042	08/27/2014	4911943	03/08/2016
USA		National Concessions Group Inc.	GO.PEN and Design	Registered	86106532	10/31/2013	4791274	08/11/2015
USA		National Concessions Group Inc.	O.PENVAPE and Design	Registered	86014581	07/19/2013	4891132	01/26/2016

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
USA		National Concessions Group Inc.	Design only	Registered	86372018	8/20/2014	4798219	08/25/2015
USA		National Concessions Group Inc.	CERAMFLO	Registered	87481345	6/8/2017	5868867	9/24/2019
USA		National Concessions Group Inc.	LUNCHBOX ALCHEMY	Registered	87608174	09/14/2017	5664231	01/29/2019