

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689757

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Slang Worldwide Inc.		11/15/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seventh Avenue Investments, LLC		
<b>Street Address:</b>	Attn.: Samuel Brill, President and Chief Investment Officer		
<b>Internal Address:</b>	810 Seventh Avenue, 28th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88114215	SLANG WORLDWIDE	
<b>Serial Number:</b>	88618139	SLANG WORLDWIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>			
<b>Phone:</b>	312-372-2000		
<b>Email:</b>	ipdocketmwe@mwe.com, jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
<b>Correspondent Name:</b>	Jennifer M. Mikulina		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	444 West Lake Street, Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>ATTORNEY DOCKET NUMBER:</b>	116128-0011		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/		
<b>DATE SIGNED:</b>	11/22/2021		
<b>Total Attachments: 8</b>			
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## CANADIAN TRADEMARK SECURITY AGREEMENT

This **CANADIAN 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 Canadian 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 its 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”):

- (a) all of its Trademarks including those referred to on Annex A attached hereto;
- (b) all renewals of the foregoing Section 2(a);
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Section 2(a) and (b); and

(d) all products and Proceeds of the foregoing Section 2(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.

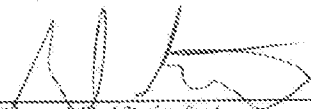
Section 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.**

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.

SLANG WORLDWIDE INC., as Grantor

By: 

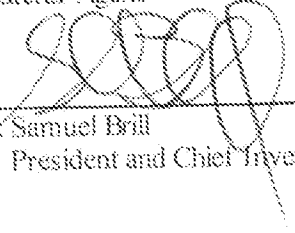
Name: Mikael Rutherford

Title: CFO

[Signature Page to Canadian Trademark Security Agreement]

**ACCEPTED AND AGREED**  
as of the date first above written:

**SEVENTH AVENUE INVESTMENTS, LLC,**  
as Collateral Agent

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

[Signature Page to Canadian Trademark Security Agreement]

## ANNEX A

Canadian Trademark Registrations/Applications

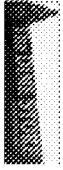
Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Slang Worldwide Inc.	Canada	SLANG WORLDWIDE	TMAI071401	January 31, 2020
Slang Worldwide Inc.	Canada	SLANG WORLDWIDE	1952260	March 19, 2019



U.S. Trademark Registrations/Applications

Trademark	Status/Key Dates	Goods/Services	Current Owner
SLANG WORLDWIDE SN: 88114215	Pending Application, September 15, 2021 Office Status: Suspension Letter Mailed Filed: September 12, 2018 Register Type: Principal Register	Int'l Class: 35, 36, 45 (Int'l Class: 35) Advertising and business management consultancy services for others in the field of cannabis; advisory services relating to business management; providing business information services in the field of cannabis; providing advice and information concerning commercial business management; brand acquisition and development in the field of cannabis (Int'l Class: 36) Financial investment in companies in the cannabis industry (Int'l Class: 45) Licensing of intellectual property rights	Slang Worldwide Inc. (Canada Corporation) 50 Carrroll St., Toronto M4M 3G3 Canada
SLANG WORLDWIDE SN: 88618139	Pending Application, September 28, 2021 Office Status: Suspension Letter Mailed	Int'l Class: 05, 09, 16, 21, 24, 32, 34 (Int'l Class: 05) Medicated mouthwashes; antibacterial hand lotions; disinfectant soap; antibacterial soap; antibacterial skin soaps; alcohol-based antibacterial skin sanitizer gels; medicated lotions for sunburn; vitamins; mineral supplements; vitamin preparations; vitamin and mineral supplements;	Slang Worldwide Inc. (Canada Corporation) 50 Carrroll St., Toronto, Ontario M4M3G3 Canada
Disclaimer:			

<p>"WORLDWIDE" E"</p>	<p>Filed: September 16, 2019 Register Type: Principal Register</p>	<p>vitamin and mineral preparations; liquid vitamin supplements; vitamin tablets; vitamin and mineral food supplements; nutritional supplements for general health and well-being, dietary supplements for general health and well-being, herbal supplements for general health and well-being, plant extracts for medical and pharmaceutical purposes for general health and well-being (Int'l Class: 09)</p> <p>Sunglasses; eyeglasses; binoculars; spectacle cases; cases for sunglasses; frames for spectacles and sunglasses; sports glasses, namely, sports goggles for use in skiing, racquetball, swimming; protective helmets for sports (Int'l Class: 16)</p> <p>Paper; note paper; paper coasters; paper flags; paper party decorations; writing pads; writing paper; posters; greeting cards; paper weights; envelopes; memo pads; trading cards; catalogues in the field of consumer packaged goods; address books; diaries; business cards; gift wrap paper; paper bags for packaging; paper wine gift bags; cardboard and goods made from these materials, namely, paper napkins and towels, facial tissue and toilet paper, newsprint paper, paper grocery bags, cardboard and paper cartons; adhesives for stationery or household purposes, bumper stickers, decorative decals; pens, pencils; paper shredders, electric staplers (Int'l Class: 21)</p> <p>Paper and plastic cups; paper and plastic plates; cooking utensils, namely, spatulas; dishes; bowls; earthenware mugs; bottle openers; lunch boxes; mixing spoons; cutting boards; trivets; napkin rings; cups; dinnerware; thermally insulated containers for food; serving spoons; portable insulated beverage containers; food storage containers; heat-insulated containers for beverages; garbage containers in the nature of garbage pails; containers for ice; waste baskets; ice buckets; laundry baskets; picnic baskets sold empty; cocktail shakers; reusable water bottles sold empty; hand-operated whisks; gardening gloves; vases (Int'l Class: 24)</p> <p>Towels; sleeping bags, bath towels; beach towels; hand towels; hooded towels; golf towels; bed blankets; bed linen; tablecloths, not of paper; bed sheets; handkerchiefs of textile; quilts; pillow cases; comforters; dish</p>
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		<p>towels for drying; bedspreads; duvet covers; throws; wash cloths (Int'l Class: 32)</p> <p>Beer; ginger beer; non-alcoholic beer; ale; lager; beer-based cocktails; non-alcoholic fruit juice beverages; non-alcoholic cocktails; non-alcoholic cider; mineral water; carbonated mineral water; aerated water; fruit juice; soda water; vegetable juices; spring water; bottled water; fruit-flavoured beverages; non-alcoholic beverages containing fruit juices; coconut water beverages; protein-enriched sports beverages; cola beverages (Int'l Class: 34)</p> <p>Smokeless cigarette vaporizer pipes; electronic cigarettes; smokeless cigar vaporizer pipes; oral vaporizers for smoking purposes; smoking pipes; tobacco pipes; liquid nicotine solutions for use in electronic cigarettes; hookahs; cigarette papers; cigarette lighters; herbs for smoking derived from hemp with a delta-9 tetrahydrocannabinol THC concentration of not more than 0.3 percent on a dry weight basis; smokeless tobacco; chewing tobacco; tobacco products; cigar cutters; chemical flavourings in liquid form used to refill electronic cigarette cartridges; cannabis grinders; pipes for smoking mentholated tobacco substitutes; marijuana grinders; menthol cigarettes; tobacco tins; tobacco jars</p>	
<p>THE DIME STORE</p>  <p>RN: OR 50711</p>	<p>OREGON - Registered Last Status Received: Registered, October 22, 2019 Registered: October 22, 2019</p>	<p>Int'l Class: 35 (Int'l Class: 35) retail services</p>	<p>Fire Cannabis Inc. 8128 SE Holgate Blvd Portland, OR 97266</p>
<p>FIRE CANNABIS CO. and Design</p>	<p>WASHINGTON - Registered Last Status Received:</p>	<p>Int'l Class: 35 (Int'l Class: 35) a licensed marijuana retail store.</p>	<p>Fire Cannabis Co. 903 Engh Road Ste D Omak, WA 98841</p>

 RN: WA 60122	Registered, July 24, 2017 Registered: July 24, 2017		
FIRE CANNABIS CO.  RN: WA 60124	WASHINGTON - Registered Last Status Received: Registered, July 24, 2017 Registered: July 24, 2017	Int'l Class: 35 (Int'l Class: 35) a licensed marijuana retail store.	Fire Cannabis Co. 903 Engh Road Ste D Omak, WA 98841

TRADEMARK

REEL: 007502 FRAME: 0629

RECORDED: 11/22/2021