

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714710

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900666498

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Curaleaf, Inc.		12/15/2021	Corporation: DELAWARE
GR Companies, Inc.		12/15/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Odyssey Trust Company, as Collateral Trustee
Street Address:	323 - 409 Granville Street
City:	Vancouver
State/Country:	CANADA
Postal Code:	V6C 1T2
Entity Type:	Trust Company: CANADA

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	5909701	CURALEAF
Registration Number:	5956792	CURALEAF
Registration Number:	5910147	UKU
Serial Number:	88013026	CURALEAF
Serial Number:	88068377	CURALEAF
Serial Number:	88121665	CURALEAF
Serial Number:	88148295	CURALEAF
Serial Number:	88148333	CURALEAF
Serial Number:	88148362	CURALEAF
Serial Number:	88148369	CURALEAF
Serial Number:	88208463	UKU
Serial Number:	88208488	UKU
Serial Number:	88208497	UKU
Serial Number:	88208506	UKU
Serial Number:	88208515	UKU
Serial Number:	88208522	UKU
Serial Number:	88253131	BIDO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88327600	CURACHEWS
Serial Number:	88639558	SOULEAF
Serial Number:	88639611	SOULEAF
Serial Number:	88639650	SOULEAF
Serial Number:	88639670	SOULEAF
Serial Number:	88725076	CANNABIS WITH CONFIDENCE
Serial Number:	88351987	DREAM IN GREEN
Serial Number:	88351992	HERBOLOGY
Serial Number:	88363388	LIVE DEEPLY
Serial Number:	88979002	LIVE DEEPLY
Serial Number:	88490971	GRASSROOTS
Serial Number:	88978174	GRASSROOTS
Serial Number:	88950710	HERBOLOGY
Serial Number:	88950721	HERBOLOGY
Serial Number:	88950724	HERBOLOGY
Serial Number:	88950726	HERBOLOGY
Serial Number:	88950727	HERBOLOGY
Serial Number:	88950730	HERBOLOGY
Serial Number:	88979255	HERBOLOGY
Serial Number:	88979353	DREAM IN GREEN

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@coagencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1555751
NAME OF SUBMITTER:	JEFFREY M. NEGRON
SIGNATURE:	/JEFFREY M. NEGRON/
DATE SIGNED:	03/16/2022

Total Attachments: 8

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Confirmatory Grant of Security Interest in Intellectual Property

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this “Confirmatory Grant”) is made effective as of December 15, 2021, by and from the grantors party hereto (collectively, the “Grantor”), to and in favor of ODYSSEY TRUST COMPANY, a trust company incorporated under the laws of the Province of Alberta (the “Collateral Trustee”).

WHEREAS, CURALEAF HOLDINGS, INC., a company subsisting under the laws of the Province of British Columbia (the “Issuer”) certain and the Collateral Trustee have entered into that certain Trust Indenture dated as of December 15, 2021 (as amended or modified and in effect from time to time, the “Indenture”), which Indenture provides, subject to the terms and conditions thereof, for the making of loans.

WHEREAS, the Grantor has entered into a Guarantee dated as of December 15, 2021 (as amended, supplemented, extended, restated or otherwise modified from time to time) pursuant to which the Grantor has agreed, among other things, to guarantee the obligations of the Issuer under the Indenture.

WHEREAS, the Grantor has granted security interests to the Collateral Trustee under the Pledge and Security Agreement dated as of December 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”);

WHEREAS, the Grantor owns the patents (the “Patents”) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office;

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Collateral Trustee under the Pledge and Security Agreement. The rights and remedies of the Collateral Trustee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Note Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Indenture.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Restricted Subsidiaries under the Guarantee. Upon the payment in full of all Obligations (other than inchoate indemnification obligations), the Collateral Trustee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor’s expense)

all requested instruments releasing the security interest in the Patents and Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Collateral Trustee a security interest in all of the Patents set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor and all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor excluding any “intent to use” (or similar) trademark applications for which a “Statement of Use” or “Amendment to Allege Use” has not been filed with and accepted by the applicable filing office.

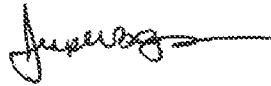
(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Patents and Trademarks, and shall have the right to use and register the Patents and Trademarks in the ordinary course of the business of the Grantor.

[Signature pages follow.]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in the Patents and Trademarks effective as of the date first written above.

GRANTOR

**CURALEAF, INC.
GR COMPANIES, INC.**

By: 
Name: Joseph D. Bayern
Title: Authorized Signatory

Acknowledged,

ODYSSEY TRUST COMPANY,
as Collateral Trustee

By: DSL
Name: Dan Sander
Title: President, Corporate Trust

Confirmatory Grant of Security Interest in Trademarks/Patents

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TRADEMARK
REEL: 007645 FRAME: 0429

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

a. Patents:

PUB. APP. NO. Title

20130233309 VAPORIZABLE SUBSTANCE DRUG DELIVERY AND MONITORING SYSTEM

20130087144 CANNABIS DRUG DELIVERY AND MONITORING SYSTEM

b. Patent Applications in Preparation:

None.

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

a. Registered Trademarks:

Owner	Jurisdiction	Mark	Registration No./ Registration Date
Curaleaf, Inc.	USPTO	<u>CURALEAF</u>	5909701 8/27/2018 Serial No: <u>88093822</u>
Curaleaf, Inc.	USPTO	<u>CURALEAF</u>	5956792 9/17/2018 Serial No: <u>88120354</u>
Curaleaf, Inc.	USPTO	<u>UKU</u>	5910147 11/28/2018 Serial No: <u>88208490</u>
Curaleaf, Inc.	Connecticut	CURALEAF in Rectangle	394649877 9/22/2017 Serial No: 394649877
Curaleaf, Inc.	Oregon	CURALEAF	50275 2/15/2019 Serial No: 50275
GR Companies, Inc.	Maryland	GRASSROOTS and Design	2019-0029 11/20/2018
GR Companies, Inc.	Maryland	GRASSROOTS	2019-0030 11/20/2018
GR Companies, Inc.	Maryland	HERBOLOGY	2019-0031 11/20/2018
GR Companies, Inc.	Pennsylvania	HERBOLOGY	6800485 11/19/2019

b. Trademark Applications in Preparation:

Owner	Jurisdiction	Mark	Appl. Ser. No./ Filing Date
Curaleaf, Inc.	USPTO	<u>CURALEAF</u>	88013026 6/25/2018
Curaleaf, Inc.	USPTO	<u>CURALEAF</u>	88068377 8/7/2018
Curaleaf, Inc.	USPTO	<u>CURALEAF</u>	88121665 9/18/2018
Curaleaf, Inc.	USPTO	<u>CURALEAF</u>	88148295 10/9/2018
Curaleaf, Inc.	USPTO	<u>CURALEAF</u>	88148333 10/9/2018
Curaleaf, Inc.	USPTO	<u>CURALEAF</u>	88148362 10/9/2018
Curaleaf, Inc.	USPTO	<u>CURALEAF</u>	88148369 10/9/2018
Curaleaf, Inc.	USPTO	<u>UKU</u>	88208463 11/28/2018
Curaleaf, Inc.	USPTO	<u>UKU</u>	88208488 11/28/2018
Curaleaf, Inc.	USPTO	<u>UKU</u>	88208497 11/28/2018
Curaleaf, Inc.	USPTO	<u>UKU</u>	88208506 11/28/2018
Curaleaf, Inc.	USPTO	<u>UKU</u>	88208515 11/28/2018
Curaleaf, Inc.	USPTO	<u>UKU</u>	88208522 11/28/2018
Curaleaf, Inc.	USPTO	<u>BIDO</u>	88253131 1/8/2019
Curaleaf, Inc.	USPTO	<u>CURACHEWS</u>	88327600 3/6/2019
Curaleaf, Inc.	USPTO	SOULEAF	88639558 10/2/2019
Curaleaf, Inc.	USPTO	SOULEAF	88639611 10/2/2019

Owner	Jurisdiction	Mark	Appl. Ser. No./ Filing Date
Curaleaf, Inc.	USPTO	SOULEAF	88639650 10/2/2019
Curaleaf, Inc.	USPTO	SOULEAF	88639670 10/2/2019
Curaleaf, Inc.	USPTO	CANNABIS WITH CONFIDENCE	88725076 12/12/2019
GR Companies, Inc.	USPTO	DREAM IN GREEN	88351987 3/22/2019
GR Companies, Inc.	USPTO	HERBOLOGY	88351992 3/22/2019
GR Companies, Inc.	USPTO	LIVE DEEPLY	88363388 3/29/2019
GR Companies, Inc.	USPTO	LIVE DEEPLY	88979002 3/29/2019
GR Companies, Inc.	USPTO	GRASSROOTS	88490971 6/27/2019
GR Companies, Inc.	USPTO	GRASSROOTS	88978174 6/27/2019
GR Companies, Inc.	USPTO	HERBOLOGY	88950710 6/5/2020
GR Companies, Inc.	USPTO	HERBOLOGY	88950721 6/5/2020
GR Companies, Inc.	USPTO	HERBOLOGY	88950724 6/5/2020
GR Companies, Inc.	USPTO	HERBOLOGY	88950726 6/5/2020
GR Companies, Inc.	USPTO	HERBOLOGY	88950727 6/5/2020
GR Companies, Inc.	USPTO	HERBOLOGY	88950730 6/5/2020
GR Companies, Inc.	USPTO	HERBOLOGY	88979255 3/22/2019
GR Companies, Inc.	USPTO	DREAM IN GREEN	88979353 3/22/2019