

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714790

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SURTERRA HOLDINGS, INC.		03/14/2022	Corporation: DELAWARE
MOLECULAR INFUSIONS, LLC		03/14/2022	Limited Liability Company: DELAWARE
NEW ENGLAND TREATMENT ACCESS, LLC		03/14/2022	Limited Liability Company: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	ACQUIOM AGENCY SERVICES LLC
Street Address:	150 Fifth Street
Internal Address:	Suite 2600
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	6309305	SURTERRA
Registration Number:	6504839	SURTERRA WELLNESS
Registration Number:	5991748	FIND YOUR WELLNESS
Serial Number:	87848363	SURTERRA WELLNESS
Serial Number:	87848364	SURTERRA WELLNESS
Serial Number:	88497480	PARALLEL
Serial Number:	88532542	MUSE
Registration Number:	6130508	ALLAY
Registration Number:	6130507	ALLAY
Registration Number:	6053672	D-LINE
Registration Number:	5448921	REMPEN
Registration Number:	5157246	REMPEN
Registration Number:	5787874	NETA
Registration Number:	5787875	NETA
Registration Number:	6502962	GOODBLEND

CH \$415.00 6309305

Property Type	Number	Word Mark
Serial Number:	88638846	P

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Lynn Onyebeke
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	127930-00006
NAME OF SUBMITTER:	Lynn Onyebeke
SIGNATURE:	/Lynn Onyebeke/
DATE SIGNED:	03/16/2022

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**IP Security Agreement**”), dated as of March 14, 2022, is made by and among **SURTERRA HOLDINGS, INC.**, a Delaware corporation (“**Surterra**”), **MOLECULAR INFUSIONS, LLC**, a Delaware limited liability company (“**Molecular**”), and **NEW ENGLAND TREATMENT ACCESS, LLC**, a Massachusetts limited liability company (“**NETA**”, together with Surterra and Molecular, “**Grantors**,” and each, a “**Grantor**”), in favor of **ACQUIOM AGENCY SERVICES LLC** (“**SRS**”), in its capacity as collateral agent for the Secured Parties (the “**Collateral Agent**”).

RECITALS:

A. The Grantors are a party to that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, pursuant to which each Grantor is required to execute and deliver this IP Security Agreement.

B. Under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with the applicable governmental authorities, including the United States Patent and Trademark Office.

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

1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meaning given to them in the Security Agreement.

2. Grant of Security. As collateral security for the prompt and complete payment and performance in full of all the Secured Obligations, each Grantor hereby pledges, hypothecates and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien and security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (collectively, the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s intent-to-use such trademark prior to the filing of a “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 with respect thereto, to the extent, and only for so long as, the granting by Grantor of a security interest therein would result in the loss by Grantor

of any material rights therein, or impair the validity or enforceability of any registration that issues therefrom under applicable federal law;

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Loan Documents. The lien and security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the IP Collateral made and granted hereby are as provided in the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. In the event that any provision of this IP Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

4. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other applicable government officials to record and register this IP Security Agreement upon request by the Collateral Agent.

5. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the respective Grantor, the Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the IP Collateral under this IP Security Agreement.

6. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original, but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This IP Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

**NEW ENGLAND TREATMENT ACCESS,
LLC, as Grantor**

By: SH Parent, Inc., its Sole Manager



Name: James Whitcomb
Title: Chief Executive Officer

Address for Notices:

C/O Surterra Holdings, Inc.
Attn: Legal
55 Ivan Allen Jr Blvd NW Ste 900
Atlanta, GA 30308
Phone: (404) 920-4890 x5080
E-mail: jwhitcomb@surterra.com

SURTERRA HOLDINGS, INC., as Grantor

By: 

Name: James Whitcomb
Title: President and Chief Executive Officer

**MOLECULAR INFUSIONS, LLC, as
Grantor**

By: SH Parent, Inc., its Sole Member



Name: James Whitcomb
Title: Chief Executive Officer

Address for Notices:

AGREED TO AND ACCEPTED:

ACQUIOM AGENCY SERVICES LLC,
as the Collateral Agent

By: 

Name: .

Title: **Beth Cesari**
Senior Director

[Signature Page to Intellectual Property Security Agreement]

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**Schedule I
Patents**

Assignee	Country	Description and Reference No.	Patent Title	Status	Application Number (Related Applications)	Filing Date	Expiry Date
Molecular Infusions, LLC	United States	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 US2	Formulations	Pending US non-provisional	US16/537,916	12-Aug-2019	15-Feb-2038
Molecular Infusions, LLC	PCT	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 WO	Formulations	National Stage completed	PCT/US2018/018382	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	Australia	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 AU	Formulations	Pending national stage application	AU2018221739 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	Canada	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 CA	Formulations	Pending national stage application	CA3053158 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	China	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 CN	Formulations	Pending national stage application	CN2018800182186 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	Colombia	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 CO	Formulations	Pending national stage application	CONC2019/0009986 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038

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Molecular Infusions, LLC	Europe	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 EP	Formulations	Pending national stage application	EP187537055 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	Israel	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 IL	Formulations	Pending national stage application	IL268697 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	Japan	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 JP	Formulations	Pending national stage application	JP2019564395 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	Mexico	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 MX	Formulations	Pending national stage application	MX2019009642 (PCT/US2018/018382)	15-Feb-2018	15-Feb-2038
Molecular Infusions, LLC	Thailand	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 TH	Formulations	Pending national stage application	1901004987	15-Feb-2018	14-Feb-2038
Molecular Infusions, LLC	United States	4268,1000 US	Self-Emulsifying Cannabinoid Formulations	Expired	62/459086	15-Feb-2017	15-Feb-2018
Molecular Infusions, LLC	United States	4268,1000 US1	Cannabinoid Formulations	Expired	62/546149	16-Aug-2017	16-Aug-2018
Molecular Infusions, LLC	United States	SEDDS beverage technology for oral cannabinoid delivery 4268,1000 WO; 4268,1001 US1 (CIP of 4268,1000 WO)	Formulations	Pending US non-provisional	US16/789,869	13-Feb-2020	8-Aug-2038
Molecular Infusions, LLC	PCT	SEDDS beverage technology for oral cannabinoid delivery 4268,1001 WO	Formulations	National Stage completed	PCT/US2018/045714	8-Aug-2018	8-Aug-2038

Molecular Infusions, LLC	Canada	4268.3000 CA	Polymer-Based Oral Cannabinoid and/or Terpene Formulations	Pending national stage application	CA3117809	1-Nov-2019	1-Nov-2035
Molecular Infusions, LLC	Europe	4268.3000 EP	Polymer-Based Oral Cannabinoid and/or Terpene Formulations	Pending national stage application	EP198797714	1-Nov-2019	1-Nov-2035
Molecular Infusions, LLC	United States	4268.3000 US	Polymer-Based Oral Cannabinoid and/or Terpene Formulations	Expired	62/754178	1-Nov-2018	1-Nov-2015
Molecular Infusions, LLC	United States	NP beverage technology for oral cannabinoid delivery	Polymer-Based Oral Cannabinoid and/or Terpene Formulations	Pending US non-provisional	US16/672,057	1-Nov-2019	1-Nov-2035
Molecular Infusions, LLC	PCT	4268.3000 US1 NP beverage technology for oral cannabinoid delivery	Formulations POLYMER-BASED ORAL CANNABINOID AND/OR TERPENE FORMULATIONS	Pending PCT	PCT/US19/59510	1-Nov-2019	
Molecular Infusions, LLC	United States	4268.3002 US	Methods for Non-Irritating Pulmonary Administration of Cannabinoids Using Soft Mist Inhalers	Expired	62/804898	13-Feb-2019	13-Feb-2020
Molecular Infusions, LLC	United States	4268.3004 US	Methods for Non-Irritating Pulmonary Administration of Cannabinoids Using Soft Mist Inhalers	Expired	62/804905	13-Feb-2019	13-Feb-2020
Molecular Infusions, LLC	United States	4268.3005 US	Methods for Non-Irritating Pulmonary Administration of Cannabinoids Using Soft Mist Inhalers	Expired	62/804918	13-Feb-2019	13-Feb-2020

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Molecular Infusions, LLC	United States	Novel Soft-mist inhaler cannabinoid formulations 4268.3005 US1	Methods for Non-Irritating Pulmonary Administration of Cannabinoids Using Soft Mist Inhalers	Pending US non-provisional	US16/788,507	12-Feb-2020	12-Feb-2040
Molecular Infusions, LLC	United States	4268.3006 US	Solid Cannabinoid Formulation for Oral Administration	Pending PCT	PCT/US20/17841	12-Feb-2020	12-Feb-2040
Molecular Infusions, LLC	United States	Powder SEDDS beverage technology 4268.3006 US1	Solid Cannabinoid Formulation for Oral Administration	Pending US non-provisional	US17/210810	24-Mar-2021	24-March-20
Molecular Infusions, LLC	PCT	Powder SEDDS beverage technology 4268.3006 WO	Solid Cannabinoid Formulation for Oral Administration	Pending PCT	PCT/US21/23822	24-Mar-2021	24-March-2041
Molecular Infusions, LLC	United States	4268.3007 US	Purified Cannabinoids Isolated from Fermentate	Expired	63/153002	24-Feb-2021	24-Feb-2022
Molecular Infusions, LLC	United States	4268.3007 US1	Purified Cannabinoids Isolated from Fermentate	Pending US non-provisional	US17/679564	24-Feb-2020	24-Feb-2042
Molecular Infusions, LLC	PCT	4268.3007 WO	Purified Cannabinoids Isolated from Fermentate	Pending PCT	PCT/US22/17659	24-Feb-2022	24-Feb-2042

Schedule 2

Trademark Registrations and Trademark Applications

Owner	Country	Trademark Name	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Surterra	United States	SURTERRA	Registered	87/848358	24-Mar-2018	6309305	30-Mar-2021
Surterra	United States	SURTERRA WELLNESS	Registered	87/848359	24-Mar-2018	6504839	05-Oct-2021
Surterra	United States	FIND YOUR WELLNESS	Registered	87/848362	24-Mar-2018	5991748	18-Feb-2020
Surterra	United States	SURTERRA WELLNESS	Allowed	87/848363	24-Mar-2018		
Surterra	United States	SURTERRA WELLNESS and Design	Allowed	87/848364	24-Mar-2018		
Surterra	Italy	PARALLEL	Registered	1524991	31-Dec-2019	1524991	31-Dec-2019
Surterra	Thailand	PARALLEL	Refused	1524991	31-Dec-2019		
Surterra	United States	PARALLEL	Published	88/497480	02-Jul-2019		
Surterra	United States	MUSE	Pending (To be Published)	88/532542	24-Jul-2019		
Surterra	European Union	MUSE	Registered	018110451	16-Aug-2019	018110451	09-Jan-2020
Surterra	United Kingdom	MUSE	Registered	018110451	16-Aug-2019	018110451	09-Jan-2020
NETA	United States	ALLAY	Registered	86/818758	12-Nov-2015	6130508	18-Aug-2020
NETA	United States	ALLAY	Registered	86/818756	12-Nov-2015	6130507	18-Aug-2020
NETA	United States	D-LINE	Registered	87/447810	20-Dec-2018	6053672	12-May-2020

NETA	United States	REMPEN	Registered	86/818759	12-Nov-2015	5448921	17-Apr-2018
NETA	United States	REMPEN	Registered	86/818531	12-Nov-2015	5157246	07-Mar-2017
NETA	United States	NETA	Registered	88/230520	14-Dec-2018	5787874	25-Jun-2019
NETA	United States	NETA	Registered	88/230525	14-Dec-2018	5787875	25-Jun-2019
NETA	Massachusetts	Diamond Design	Registered	82673	22-Jun-2016	82673	22-Jun-2016
NETA	Massachusetts	H2OG	(Abandoning)	82672	22-Jun-2016	82672	22-Jun-2016
NETA	Massachusetts	Lotus Design	Registered	82675	22-Jun-2016	82675	22-Jun-2016
NETA	Massachusetts	Paperclip Design	Registered	82677	22-Jun-2016	82677	22-Jun-2016
NETA	Massachusetts	UPSIDE	Registered	82680	22-Jun-2016	82680	22-Jun-2016
NETA	Massachusetts	UPSIDE (stylized)	Registered	82679	22-Jun-2016	82679	22-Jun-2016
NETA	Massachusetts	WISHING WELL	Registered	82676	22-Jun-2016	82676	22-Jun-2016
NETA	Massachusetts	WISHING WELL & W	Expired	82678	22-Jun-2016	82678	22-Jun-2016

NETA	Colorado	REMPEN	Registered	20141364216	13-Jun-2014	20141364216	13-Jun-2014
NETA	Colorado	REMPEN & Design	Registered	20141364255	13-Jun-2014	20141364255	13-Jun-2014
Surterra	United States	GOODBLEND	Registered	88/617777	16-Sep-2019	6502962	28-Sept-2021
Surterra	Switzerland	P Logo	Registered	1522253	20-Feb-2020	1522253	20-Feb-2020
Surterra	Italy	P Logo	Registered (Granted Partial)	1522253	20-Feb-2020	1522253	20-Feb-2020
Surterra	Thailand	P Logo	Abandoned	1522253	20-Feb-2020		
Surterra	United States	P Logo	Allowed	88/638846	02-Oct-2019		
Surterra	Switzerland	PARALLEL	Registered	00011/2020	02-Jan-2020	747292	20-May-2020
Surterra	China	PARALLEL	Refused	1524991	31-Dec-2019		
Surterra	Colombia	PARALLEL	Registered (Cl. 10, 35, 44)	1524991 SD2020/0026932	31-Dec-2019	1524991 SD2020/0026932	31-Dec-2019 [Granted 25- Sep-2020]
Surterra	Germany	PARALLEL	Refused	1524991	31-Dec-2019		
Surterra	Spain	PARALLEL	Registered	1524991	31-Dec-2019	1524991	31-Dec-2019 [Granted 11- Nov-2020]
Surterra	France	PARALLEL	Registered	1524991	31-Dec-2019	1524991	31-Dec-2019 [Granted 03- Sep-2020]

Surterra	International Registration	PARALLEL	Registered	1524991	31-Dec-2019	1524991	31-Dec-2019
	Designating: China Colombia France Germany Italy Spain Thailand						
Surterra	China	P Logo	Refused	1522253	20-Feb-2020	1522253	20-Feb-2020
Surterra	Colombia	P Logo	Registered	1522253 [CO # SD2020/0023758]	20-Feb-2020	1522253 [CO # 668282]	20-Feb-2020 [Granted 19- Nov-2020]
Surterra	Germany	P Logo	Registered	1522253	20-Feb-2020	1522253	20-Feb-2020
Surterra	Spain	P Logo	Registered	1522253	20-Feb-2020	1522253	20-Feb-2020 [Granted 16- Oct-2020]
Surterra	France	P Logo	Registered	1522253	20-Feb-2020	1522253	Feb-20-2020 [Granted 03- Sep-2020]
Surterra Holdings, Inc.	International Registration	P Logo	Registered	1522253	20-Feb-2020	1522253	20-Feb-2020
	Designating: China – Refused Colombia – Granted France – Granted Germany – Granted Italy – Refused - Partial Spain – Granted Switzerland –						

	Granted Thailand – Pending							
Surterra Holdings, Inc.	Switzerland	GOODBLEND	Registered	1525720	16-Mar-2020	1525720		16-Mar-2020
Surterra Holdings, Inc.	China	GOODBLEND	Refused	1525720	16-Mar-2020	1525720		16-Mar-2020
Surterra Holdings, Inc.	Colombia	GOODBLEND	Registered	1525720 [CO # SD2020/0029178]	16-Mar-2020	1525720 [CO # 669423]		16-Nov-2020 [Granted 8- Oct-2020]
Surterra Holdings, Inc.	Germany	GOODBLEND	Refused	1525720	16-Mar-2020			
Surterra Holdings, Inc.	Spain	GOODBLEND	Registered	1525720	16-Mar-2020	1525720		16-Mar-2020 [Granted 06- Nov-2020]
Surterra Holdings, Inc.	Italy	GOODBLEND	Pending (Granted)	1525720	16-Mar-2020	1525720		16-Mar-2020
Surterra Holdings, Inc.	Thailand	GOODBLEND	Refused	1525720	16-Mar-2020			

Surtterra Holdings, Inc.	International Registration Designating: China Colombia France Germany Italy Spain Thailand	GOODBLEND	Registered	1525720	16-Mar-2020	1525720	16-Mar-2020
Surtterra Holdings, Inc.	China	GOODBLEND	Registered	50517129	19-Oct-2020	50517129	21-Jun-2021

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