

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STIIIZY, LLC		05/26/2022	Limited Liability Company: CALIFORNIA
Palmas LLC		05/26/2022	Limited Liability Company: CALIFORNIA
Greenfield Organix C2.1		05/26/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Whitehawk Capital Partners LP		
Street Address:	11601 Wilshire Boulevard, Suite 1250		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6316227	BIIIG	
Registration Number:	6213928	EFEX	
Registration Number:	5893482	HONEYLEAF	
Registration Number:	5893481		
Registration Number:	6609246	INFLUENCE · INSPIRE · INNOVATE	
Registration Number:	5710734	STIIIZY	
Registration Number:	5768594	STIIIZY	
Registration Number:	6385523	STIIIZY	
Registration Number:	6161216	STIIIZY	
Registration Number:	6678158	STIIIZYINSIDER	
Registration Number:	6678156	STIIIZYNATION	
Serial Number:	87926437	BIIIT	
Serial Number:	88214038		
Serial Number:	88165502	III	
Serial Number:	88340867	INFLUENCE ? INSPIRE ? INNOVATE	
Serial Number:	97011381	IROLO CO	

CH \$490.00 6316227

Property Type	Number	Word Mark
Serial Number:	87864816	LIIT
Serial Number:	87878846	PALMAS
Serial Number:	88219628	STAY STIIIZY

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: 8167531000
Email: jwillard@polsinelli.com
Correspondent Name: Joy Willard
Address Line 1: 900 W. 48th Place, Suite 900
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	111139-714134
NAME OF SUBMITTER:	Joy Willard, Paralegal
SIGNATURE:	/Joy Willard/
DATE SIGNED:	05/27/2022

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2022, by and among the Grantors set forth on the signature pages affixed hereto (each, a “Grantor”, and collectively the “Grantors”), in favor of **Whitehawk Capital Partners LP**, a Delaware limited partnership, as Agent (in such capacity, the “Grantee”), for the benefit of itself and the Lenders. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, each Grantor owns the Trademark (as defined in the Security Agreement) registrations and Trademark applications listed next to such Grantors name on **Schedule 1** annexed hereto;

WHEREAS, each Grantor has entered into that certain Loan Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among, Grantor, Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to each Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Security Agreement by and among Grantor, Grantee, and the other Persons party thereto as “Grantor” thereunder, each Grantor has granted to Grantee for the benefit of itself and the other Lenders a security interest in the Collateral, including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Trademarks and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by each Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all Proceeds and products of the foregoing, including, without limitation, any claim by each Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademarks owned by each Grantor including, without limitation, the Trademarks referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights

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and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

[Signature pages follow.]

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007736 FRAME: 0195

STIIZY, LLC

By: Shryne Group, Inc., its Managing Member

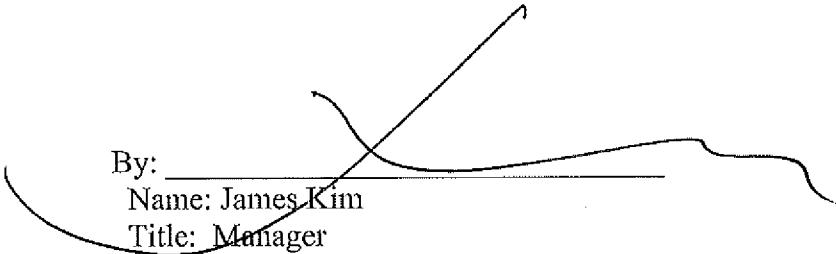
By:  _____

Name: Jon Avidor

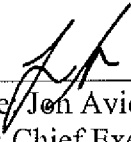
Title: Chief Executive Officer

PALMAS LLC

By: _____
Name: James Kim
Title: Manager



GREENFIELD ORGANIX C2.1

By: 
Name: Jen Avidor
Title: Chief Executive Officer

Acknowledged:




Whitehawk Capital Partners LP

By: 
Name: Robert Louzan
Title: Managing Partner

[Signature Page to Trademark Security Agreement]



**Schedule 1
to
Trademark Security Agreement**

TRADEMARKS




United States	BIIG		Registered	6316227	04/06/2021	Stiiizy LLC	34
United States	BIIT		Allowed			Stiiizy LLC	25
United States	EFEX		Registered	6213928	12/08/2020	Stiiizy LLC	25, 34
United States	Hemp Leaf Design		Allowed			Stiiizy LLC	25, 34
United States	HONEYLEAF		Registered	5893482	10/22/2019	Stiiizy LLC	25
United States	Honeyleaf (leaf drop) Design		Registered	5893481	10/22/2019	Stiiizy LLC	25
United States	III (DEVICE)		Allowed			Stiiizy LLC	34
United States	INFLUENCE INSPIRE INNOVATE		Allowed			Stiiizy LLC	16, 18, 25
United States	INFLUENCE INSPIRE INNOVATE		Registered	6609246	01/04/2022	Stiiizy LLC	16, 18, 25
United States	IROLO CO		Pending			Stiiizy LLC	09, 16, 18, 25, 28, 34, 35
United States	LIIT		Allowed			Stiiizy LLC	25, 34
United States	PALMAS		Allowed			Palmas LLC	25, 34



[Schedule 1 to Trademark Security Agreement]

**TRADEMARK
REEL: 007736 FRAME: 0200**

United States	STAY STIIIZY		Allowed			Stiiizy LLC	16, 18, 25
United States	STIIIZY		Registered	5710734	03/26/2019	Stiiizy LLC	25, 34
United States	STIIIZY		Registered	5768594	06/04/2019	Stiiizy LLC	34
United States	STIIIZY		Registered	6385523	06/15/2021	Stiiizy LLC	35
United States	STIIIZY (Stylized)		Registered	6161216	09/29/2020	Stiiizy LLC	34
United States	STIIIZYINSIDER		Registered	6678158	03/22/2022	Stiiizy LLC	35
United States	STIIIZYNATION		Registered	6678156	03/22/2022	Stiiizy LLC	35
US- California	AUTHENTIC		Registered	02011609	04/05/2021	Stiiizy LLC	35
US- California	BIIG		Registered	306558	03/21/2019	Stiiizy LLC	34
US- California	BLAZE		Registered	02004409	02/26/2020	Stiiizy LLC	35, 39
US- California	CANNABIS SIMPLIFIED.		Registered	305331	12/07/2018	Stiiizy LLC	5, 25, 34
US- California	CRAFTED FOR THE CANNABIS CONNOISSEUR		Registered	306069	04/05/2019	Stiiizy LLC	31
US- California	EFEX Logo		Registered	300648	03/05/2018	Stiiizy LLC	34

[Schedule 1 to Trademark Security Agreement]

US- California	Efex Ornamental Leaf		Registered	305329	12/06/2 018	Stiiizy LLC	5, 25, 34
US- California	EFEX		Registered	305330	12/06/2 018	Stiiizy LLC	5, 25, 34
US- California	HONEYLEAF		Registered	306067	03/22/2 019	Stiiizy LLC	31
US- California	III (DEVICE)		Registered	304891	10/29/2 018	Stiiizy LLC	05, 34
US- California	INFLUENCE INSPIRE INNOVATE		Registered	306557	03/28/2 019	Stiiizy LLC	05, 34
US- California	LIIT		Registered	302235	05/18/2 018	Stiiizy LLC	05, 34
US- California	PALMAS		Registered	303916	10/15/2 018	Palmas LLC	05, 34
US- California	STIIIZY		Registered	300963	04/04/2 018	Stiiizy LLC	05, 34
US- California	STIIIZYINSID ER		Registered	02011606	04/05/2 021	Stiiizy LLC	35
US- California	STIIIZYNATI ON		Registered	02011607	06/15/2 021	Stiiizy LLC	35
US- Nevada	III (DEVICE)		Registered	C2019050 91749	05/09/2 019	Stiiizy LLC	50
US- Nevada	INFLUENCE INSPIRE INNOVATE		Registered	C2019052 20580	05/22/2 019	Stiiizy LLC	50

US- Nevada	STIIIZY		Registered	C2019052 01231	05/09/2 019	Stiiizy LLC	50
US- Washington	BIIG		Registered	1079866	09/23/2 019	Stiiizy LLC	34
US- Washington	III (DEVICE)		Registered	1079026	04/23/2 019	Stiiizy LLC	05, 34
US- Washington	INFLUENCE INSPIRE INNOVATE		Registered	1079425	03/27/2 019	Stiiizy LLC	05, 34
US- Washington	STIIIZY		Registered	1079314	02/21/2 019	Stiiizy LLC	05, 34
N/A	Nickel & Dime		Not Registered			Greenfield Organix C2	
N/A	Sessions		Not Registered			Greenfield Organix C2	
N/A	Born From Flora		Not Registered			Greenfield Organix C2	
N/A	Cherry Street Farms		Not Registered			Greenfield Organix C2	

[Schedule 1 to Trademark Security Agreement]