

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM747365

<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>
MJ Holding Company, LLC		08/04/2022	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank, as Agent		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Texas Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 39</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97399628	AMAZING PUTTY!	
<b>Registration Number:</b>	5394986	AMAZING PUTTY!	
<b>Serial Number:</b>	97399633	AMAZING SLIME!	
<b>Serial Number:</b>	87822065	AMAZING SLIME!	
<b>Serial Number:</b>	97461045	AMAZING SLIME! SQUISH BALL	
<b>Serial Number:</b>	97461024	AMAZING SLIME! SQUISH BALL	
<b>Serial Number:</b>	97461039	AMAZING SLIME! SQUISH BALL MINIS!	
<b>Serial Number:</b>	97461040	AMAZING SLIME! SQUISH BALL MINIS!	
<b>Serial Number:</b>	97461029	AMAZING SLIME! SQUISH BALL XL!	
<b>Serial Number:</b>	97461035	AMAZING SLIME! SQUISH BALL XL!	
<b>Serial Number:</b>	97399635	AMAZING SQUISHEE!	
<b>Serial Number:</b>	97399667	AMAZING SQUISHEE!	
<b>Serial Number:</b>	97399677	DIAMOND DIG IT!	
<b>Registration Number:</b>	5400504	DIAMOND DIG IT!	
<b>Serial Number:</b>	97461042	DIE-CAST CRUISERS	
<b>Serial Number:</b>	90521958	DIG IT TREASURE	
<b>Serial Number:</b>	90521963	DIG IT TREASURES	
<b>Serial Number:</b>	97399683	DIG IT!	

OP \$990.00 97399628

Property Type	Number	Word Mark
Serial Number:	97399680	DIG IT!
Serial Number:	97460911	DIG IT! TREASURES
Serial Number:	97460920	DIG IT! TREASURES
Registration Number:	5400507	EMERALD DIG IT!
Registration Number:	5394985	FUN STRING!
Registration Number:	5747283	GLITTERPALOOZA!
Registration Number:	5871904	GLITTERPALOOZA!
Serial Number:	97399640	GLITTERPALOOZA!
Serial Number:	97399669	GOLD DIG IT!
Registration Number:	5395001	GOLD DIG IT!
Serial Number:	97280162	MJ HOLDING
Serial Number:	97280164	MJ HOLDING
Serial Number:	97399625	PIN ART!
Serial Number:	97399627	PIN ART!
Registration Number:	5352401	PLANET PUTTY!
Registration Number:	5400506	RUBY DIG IT!
Registration Number:	5400505	SAPPHIRE DIG IT!
Serial Number:	90521956	TREASURE DIG IT
Serial Number:	90375037	TREASURE HUNT! DIAMOND
Serial Number:	90329191	TREASURE HUNT! GOLD
Registration Number:	5352400	VOLCANO PUTTY!

**CORRESPONDENCE DATA**

Fax Number: 7349302494

*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: 2489251921

Email: ipfilings@bodmanlaw.com

Correspondent Name: Jennifer M. Hetu

Address Line 1: 201 South Division Street, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Jennifer M. Hetu
SIGNATURE:	/jmh/
DATE SIGNED:	08/10/2022

**Total Attachments: 9**

source=MJ Holding Co -- executed Intellectual Property Security Agreement (Trademarks)#page1.tif

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source=MJ Holding Co -- executed Intellectual Property Security Agreement (Trademarks)#page9.tif

## AGREEMENT

### (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of August 4, 2022, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 4, 2022 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among MJ Holding Company, LLC ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, Debtor has executed and delivered that certain Amended and Restated Security Agreement, dated as of May 9, 2016, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether Debtor is a licensor or a

licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of Debtor, execute and deliver to Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have

consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 12.11 of the Credit Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

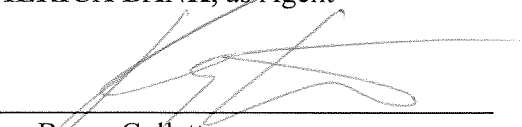
DEBTOR:

**MJ HOLDING COMPANY, LLC**

By:   
Name: Matthew Bayer  
Title: Manager

SECURED PARTY:




**COMERICA BANK**, as Agent


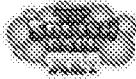



By:   
Name: Bryan Collett  
Title: Vice President






**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

<b>Mark/Name</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
<u>AMAZING PUTTY!</u> and <u>Design</u> 	97399628	May 7, 2022		
<u>AMAZING PUTTY!</u>	87500577	June 22, 2017	5394986	February 6, 2018
<u>AMAZING SLIME!</u> and <u>Design</u> 	97399633	May 7, 2022		
<u>AMAZING SLIME!</u>	87822065	March 6, 2018		
<u>AMAZING SLIME!</u> <u>SQUISH BALL</u> and <u>Design</u> 	97461045	June 16, 2022		
<u>AMAZING SLIME!</u> <u>SQUISH BALL</u>	97461024	June 16, 2022		
<u>AMAZING SLIME!</u> <u>SQUISH BALL MINIS!</u>	97461039	June 16, 2022		
<u>AMAZING SLIME!</u> <u>SQUISH BALL MINIS!</u> and <u>Design</u>	97461040	June 16, 2022		

Mark/Name	Application No.	Application Date	Reg. No.	Reg. Date
				
<u>AMAZING SLIME!</u> <u>SQUISH BALL XL!</u>	97461029	June 16, 2022		
<u>AMAZING SLIME!</u> <u>SQUISH BALL XL!</u> and Design 	97461035	June 16, 2022		
<u>AMAZING SQUISHEE!</u>	97399635	May 7, 2022		
<u>AMAZING SQUISHEE!</u> and Design 	97399667	May 7, 2022		
<u>DIAMOND DIG IT!</u> and Design 	97399677	May 7, 2022		
<u>DIAMOND DIG IT!</u>	87517180	July 6, 2017	5400504	February 13, 2018
<u>DIE-CAST CRUISERS</u> (Stylized) 	97461042	June 16, 2022		

Mark/Name	Application No.	Application Date	Reg. No.	Reg. Date
<u>DIG IT TREASURE</u>	90521958	February 10, 2021		
<u>DIG IT TREASURES</u>	90521963	February 10, 2021		
<u>DIG IT! and Design</u> 	97399683	May 7, 2022		
<u>DIG IT!</u>	97399680	May 7, 2022		
<u>DIG IT! TREASURES</u>	97460911	June 16, 2022		
<u>DIG IT! TREASURES and Design</u> 	97460920	June 16, 2022		
<u>EMERALD DIG IT!</u>	87517197	July 6, 2017	5400507	February 13, 2018
<u>FUN STRING!</u>	87500566	June 22, 2017	5394985	February 6, 2018
<u>GLITTERPALOOZA!</u>	87925434	May 17, 2018	5747283	May 7, 2019
<u>GLITTERPALOOZA!</u>	88296348	February 11, 2019	5871904	October 1, 2019
<u>GLITTERPALOOZA!</u> (Stylized) 	97399640	May 7, 2022		
<u>GOLD DIG IT! and Design</u>	97399669	May 7, 2022		

Mark/Name	Application No.	Application Date	Reg. No.	Reg. Date
				
<u>GOLD DIG IT!</u>	87501395	June 22, 2017	5395001	February 6, 2018
<u>MJ HOLDING</u>	97280162	February 23, 2022		
<u>MJ HOLDING and Design</u> 	97280164	February 23, 2022		
<u>PIN ART!</u>	97399625	May 7, 2022		
<u>PIN ART! (Stylized)</u> 	97399627	May 7, 2022		
<u>PLANET PUTTY!</u>	87500530	June 22, 2017	5352401	December 5, 2017
<u>RUBY DIG IT!</u>	87517192	July 6, 2017	5400506	February 13, 2018
<u>SAPPHIRE DIG IT!</u>	87517184	July 6, 2017	5400505	February 13, 2018
<u>TREASURE DIG IT</u>	90521956	February 10, 2021		
<u>TREASURE HUNT!</u> <u>DIAMOND</u>	90375037	December 11, 2020		
<u>TREASURE HUNT!</u> <u>GOLD</u>	90329191	November 19, 2020		
<u>VOLCANO PUTTY!</u>	87500525	June 22, 2017	5352400	December 5, 2017