

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754986

<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>
Grace & Co., Inc.		09/07/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Curaleaf, Inc.		
<b>Street Address:</b>	301 Edgewater Place, Suite 405		
<b>City:</b>	Wakefield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01880		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97256611	PISTILGUARD	
<b>Registration Number:</b>	4742681	DARK HEART NURSERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173506878		
<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>	6173506800		
<b>Email:</b>	trademarks@gesmer.com		
<b>Correspondent Name:</b>	Matthew E. Connors, Gesmer Updegrove LLP		
<b>Address Line 1:</b>	40 Broad Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>NAME OF SUBMITTER:</b>	Matthew E. Connors		
<b>SIGNATURE:</b>	/Matthew E. Connors/		
<b>DATE SIGNED:</b>	09/13/2022		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Grace & Co., Inc.)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Agreement”), is entered into this 7th day of September, 2022, by GRACE & CO., INC. a California corporation (the “Borrower”), in favor of CURALEAF, INC., a Delaware corporation, including its assignee (the “Lender”).

### RECITALS

As a condition precedent to advancing principal by the Lender to the Borrower under that certain \$1,845,171 Promissory Note, dated as of the date hereof, from Borrower in favor of the Lender (the “Note”), and that certain Loan and Security Agreement, dated as of the date hereof, by and between the Lender and Borrower (the “Loan Agreement”), Borrower has granted to Lender a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Loan Agreement.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Lender as follows:

1. Grant of Security. Borrower hereby grants to Lender a security interest in and to all of the right, title and interest of Borrower in, to and under Borrower’s Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively the “IP Collateral”):

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

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the “Trademarks”);

(c) all rights of any kind whatsoever of Borrower 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, injury to goodwill, 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.

2. Recordation. Borrower authorizes the Commissioner for Patents, and the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Lender.

3. New Collateral. If, before the Obligations are irrevocably paid in full and the Loan Agreement terminated, Borrower shall obtain rights to any new Intellectual Property or IP Collateral, the provisions of this Agreement shall automatically apply thereto as if the same were identified on the Schedules hereto as of the date hereof, and Borrower shall give Lender written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending the Schedules hereto to include any future Intellectual Property or IP Collateral as contemplated by Sections 1 and 3 hereof and, at Lender's request, Borrower shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 3.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Intellectual Property, the IP Collateral, and Lender's security interests therein are as more fully set forth in the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

7. Governing Law. This 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the date first above written.

GRACE & CO. INC.

*Daniel Grace*

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Name: Daniel Grace  
Title: Chief Executive Officer

SCHEDULE 1

Patents

None.

SCHEDULE 2

## Trademarks - US

TRADEMARK	REGISTRATION NO.	SERIAL NUMBER	REGISTRATION DATE
Dark Heart Nursery	4742681	86383462	May 26, 2015

## Trademarks - California

TRADEMARK	REGISTRATION NO.	CLASS	RENEWAL DATE
Dark Heart Nursery	300549	31	March 29, 2023
Dark Heart Nursery	4742681		
Heart Logo	300550	31	March 29, 203

## Trademark Applications

TRADEMARK	SERIAL NUMBER	FILING DATE
PISTILGUARD	97256611	FEBRUARY 7, 2022