

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM776181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCG Wellness ULC		12/06/2022	ULC: CANADA
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Administrative Agent		
Street Address:	303 W Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5792971	THE COVER GUY	
Registration Number:	5792972	THECOVERGUY	
Registration Number:	5792975	THECOVERGUY	
Serial Number:	97322775	TCG WELLNESS	
Serial Number:	97322665	TCG WELLNESS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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>			
Phone:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	339494-165		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	12/23/2022		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 6, 2022, is made by TCG Wellness ULC, a British Columbia unlimited liability company, (“Grantor”), in favor of Maranon Capital, L.P. (“Maranon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 24, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the other Loan Parties, the Lenders and Maranon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant that certain Canadian Security Agreement dated as of November 4, 2022 in favor of the Administrative Agent (the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

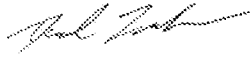
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Pages Follow]

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

Very truly yours,

TCG WELLNESS ULC,
as Grantor

By: 
Name: Dan Lenahan
Title: Director

ACCEPTED AND AGREED
as of the date first above written:


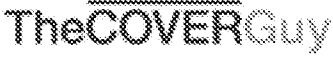
MARANON CAPITAL, L.P.,
as Administrative Agent

By: 
Name: Richard T. Jander
Title: Managing Director

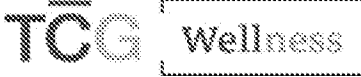
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	App. No. / App. Date	Reg. No. / Reg. Date	Owner Name
Citation: THE COVER GUY THE COVER GUY	App 88188841 App 09-NOV-2018	Reg 5792971 Reg 02-JUL-2019	TCG WELLNESS INC. CANADA CORPORATION 1441 ELGIN ST., UNIT 120 BURLINGTON, ONTARIO, L7S 1E6 CA (CANADA)
Citation: THECOVERGUY 	App 88188896 App 09-NOV-2018	Reg 5792972 Reg 02-JUL-2019	TCG WELLNESS INC. CANADA CORPORATION 1441 ELGIN ST., UNIT 120 BURLINGTON, ONTARIO, L7S 1E6 CA (CANADA)
Citation: THECOVERGUY Cross References: THE COVER GUY 	App 88188910 App 09-NOV-2018	Reg 5792975 Reg 02-JUL-2019	TCG WELLNESS INC. CANADA CORPORATION 1441 ELGIN ST., UNIT 120 BURLINGTON, ONTARIO, L7S 1E6 CA (CANADA)

2. TRADEMARK APPLICATIONS

Trademark	App. No. / App. Date	Reg. No. / Reg. Date	Owner Name
Citation: TCG WELLNESS 	App 97322775 App 21-MAR-2022	N/A	TCG WELLNESS INC. CANADA CORPORATION 1441 ELGIN ST., UNIT 120 BURLINGTON, ONTARIO, L7S 1E6 CA (CANADA)
Citation: TCG WELLNESS TCG WELLNESS	App 97322665 App 21-MAR-2022	N/A	TCG WELLNESS INC. CANADA CORPORATION 1441 ELGIN ST., UNIT 120 BURLINGTON, ONTARIO, L7S1E6 CA (CANADA)

3. IP LICENSES

None.