

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM782712

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TPCO US Holding LLC		12/29/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SC Branding LLC		
<b>Street Address:</b>	540 West 26th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Mother Room, LLC		
<b>Street Address:</b>	540 West 26th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97267665	MONOGRAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125215450		
<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>	212-521-5432		
<b>Email:</b>	cnye@reedsmith.com		
<b>Correspondent Name:</b>	Meredith D. Pikser, Reed Smith LLP		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Meredith D. Pikser		
<b>SIGNATURE:</b>	/Meredith D. Pikser/		

OP \$40.00 97267665

**DATE SIGNED:**

01/26/2023

**Total Attachments: 13**

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## BRAND TRANSFER AGREEMENT

This Brand Transfer Agreement (this “**Agreement**”), dated as of December 29, 2022 (“**Effective Date**”), by and between, on the one hand, TPCO Holding Corp., f/k/a “Subversive Capital Acquisition Corp.” (“**TPCO**”), CMG Partners, Inc. (“**CMG**”), TPCO US Holding LLC (“**TPCO-US**”), NC3 Systems, Inc. (“**NC3**,” and together with TPCO, CMG, and TPCO-US “**Transferor**”), and, on the other hand, SC Branding LLC (“**SC Branding**”) and Mother Room, LLC (“**Mother Room**,” and together with SC Branding, “**Transferee**”). Transferor and Transferee may be each referred to herein as a “**Party**” or collectively as the “**Parties**.”

WHEREAS, CMG, TPCO-US, and NC3 are wholly owned and controlled subsidiaries of TPCO and Mother Room is a wholly owned and controlled subsidiary of SC Branding, where such subsidiaries are in part formed to hold intellectual property rights;

WHEREAS, SC Branding wishes to acquire the Monogram brand (the “**Brand**”) including Trademarks (as defined below), websites, and social media accounts from Transferor, together with the goodwill connected with the use of and symbolized by the Trademarks, subject to the terms and conditions set forth herein;

WHEREAS, in exchange for such transfer TPCO shall receive (i) consideration consisting of Two Million Two Hundred and Fifty-Five Thousand Three Hundred (2,255,300) shares of Common Stock of the TPCO from Transferee or an affiliate or parent thereof, (ii) a License Agreement for the continued exploitation of the Brand in the form of Exhibit A in California and Maryland (the “**License Agreement**”), and (iii) certain services from SC Branding, LLC pursuant to the Services Agreement in the form attached as Exhibit B (the “**Services Agreement**”); and

WHEREAS, with respect to certain Trademarks that are the subject of pending intent-to-use applications filed with the United States Patent and Trademark Office (“**USPTO**”), Transferee intend to operate a business similar to Transferor to which such Trademarks relate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Transfer of Intellectual Property. Subject to the terms and conditions set forth herein, Transferor hereby irrevocably sells, assigns, transfers, and conveys to Transferee, and Transferee hereby accepts, all right, title, and interest in and to the following (collectively, “**Transferred Rights**”):

(a) rights in the brand MONOGRAM for use in the cannabis business and related activities, with the goodwill associated therewith and symbolized thereby;

(b) the registrations and applications for trademarks, service marks, logos, and other similar indicia of source or origin listed on Schedule A, with the goodwill associated therewith and symbolized thereby (“**Transferred Marks**”); provided that, with respect to the United States intent-to-use applications identified on Schedule A, the transfer of such applications shall not be effective until a statement of use or amendment to allege use, as applicable, has been filed with and accepted by the USPTO (collectively, all items listed on Schedule A, the “**Trademarks**”).

(c) the domain name and social media accounts listed on Schedule A;

(d) all rights to assert, defend and recover for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing, and all claims and causes of action with respect to any of the foregoing accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default;

(e) all other Intellectual Property relating to the Brand and the Trademarks; and

(f) all other rights, privileges, and protections of any kind whatsoever of Transferor accruing under any of the foregoing provided by any applicable law, treaty, or other convention throughout the world.

As used herein, "Intellectual Property" means all rights in intellectual property of any type throughout the world, including, but not limited to: (i) patents, patent applications and statutory invention registrations, including, but not limited to, continuations, continuations-in-part, divisions, provisional and non-provisional, reexaminations, reissues and extensions; (ii) trademarks, service marks, trade names, brand names, logos and corporate names, slogans and other indicia of source of origin, whether or not registered, including all common law rights thereto and all goodwill associated therewith, and registrations and applications for registration thereof; (iii) copyrights, whether registered or common law, and registrations and applications for registration thereof; (iv) trade secrets and know-how; (v) domain names; (vi) rights of publicity and privacy, rights to personal information and moral rights; (vii) shop rights; (viii) inventions (whether patentable or unpatentable), invention disclosures, mask works, industrial design rights, discoveries, ideas, developments, data, software, confidential or proprietary technical, business and other information, including, but not limited to processes, techniques, methods, formulae, designs, algorithms, prospect, lists, customer lists, projections, analyses, and market studies, and all rights therein and thereto; (ix) all rights to any of the foregoing provided in international treaties and convention rights; (x) the right and power to assert, defend and recover title to any of the foregoing; and (xi) all rights to assert, defend and recover for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing; (xii) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to any of the foregoing and (xiii) all adaptations, derivatives, modifications, developments, enhancements and improvements of the Intellectual Property.

2. Encumbrances. Transferor represents and warrants that the Transferred Rights are transferred subject to no liens, claims, mortgages, security interests, adverse interests, leases or licenses of any kind ("Liens"), except for rights granted to Curio Holding, LLC ("Curio") via a Production and Supply Agreement between TPCO US and Curio, a copy of which has been provided to Transferee, provided Transferor shall terminate all such rights granted to Curio no later than six (6) months after the Effective Date of this Agreement. Transferor shall not permit any Liens on any ITU Marks (hereinafter defined).

3. Intent-to-Use Applications.

(a) Effective as of the Effective Date, Transferor hereby grants to Transferee and its affiliates a royalty-free, non-transferable, exclusive, irrevocable license to use the Trademarks that are the subject of pending United States intent-to-use applications identified on Schedule A ("ITU Marks") in connection with the promotion, advertising, distribution, and sale of the goods and services covered by such applications. Transferee and its affiliates may sublicense the rights granted in this Section to its authorized distributors, vendors, subcontractors, and resellers acting

on its behalf. From the Effective Date until the effectiveness of the transfer of any pending application for an ITU Mark pursuant to Section 1 in accordance with Section 3(b), Transferor shall: (i) prosecute such application; (ii) consult with Transferee and keep Transferee informed of any significant developments in connection with such prosecution; and (iii) have the right to exercise quality control over Transferee's and its affiliates' use of the ITU Marks pursuant to the license granted under this Section to the extent reasonably necessary under applicable law to maintain the validity of the ITU Marks and protect the goodwill associated therewith. Any and all goodwill arising from Transferee's or its affiliates' use of the ITU Marks pursuant to the license granted under this Section shall inure solely to Transferor's benefit.

(b) Promptly following the first use in commerce by Transferee or any of its affiliates of each ITU Mark pursuant to the license granted under Section 3(a), Transferee shall (i) notify Transferor of the date of such first use and first use in commerce of such ITU Mark; (ii) identify the goods and services specified in the application in connection with which the mark has been used; and (iii) furnish to Transferor a specimen of each such use in a form acceptable for filing with the USPTO. Upon receipt of such information and specimen for such ITU Mark, Transferor shall file a statement of use or amendment to allege use, as applicable, with the USPTO, with respect to the relevant application. Upon acceptance of such statement of use or amendment to allege use, as applicable, by the USPTO with respect to the relevant application, (i) the transfer of such ITU Mark to Transferee pursuant to Section 1 shall automatically and immediately be effective and such ITU Mark will thereafter be converted to, and shall be deemed to be one of, the Transferred Marks hereunder; and (ii) the license granted with respect to such ITU Mark under Section 3(a), together with Transferor's rights and Transferee's obligations under this Section 3, shall automatically and immediately terminate.

#### 4. Deliverables.

(a) Upon execution of this Agreement, Transferor shall deliver to Transferee the following:

(i) an assignment in the form of Exhibit 1 (the "**Assignment**") and duly executed by Transferor, transferring all Transferor's right, title, and interest in and to the Transferred Marks (at the time of execution) to Transferee and with respect to each of the ITU Marks shall operate to evidence the transfer of each such ITU Mark at the time of conversion under Section 3(b) above to being a Transferred Mark;

(ii) the prosecution files for all Transferred Marks in such form and medium as reasonably requested by Transferee together with a list of local prosecution counsel contacts, and all such other documents, correspondence, and information as are reasonably requested by Transferee to register, own, or otherwise use the Transferred Rights, including any renewal fees due and deadlines for actions to be taken concerning prosecution and maintenance of all Transferred Marks in the ninety (90) day period following the Effective Date; and

(iii) a signed counterpart of the License Agreement; and

(iv) a signed counterpart of the Services Agreement.

(b) Upon execution of this Agreement, Transferee shall deliver to Transferor the following:

(i) a signed counterpart of the License Agreement; and

(ii) a signed counterpart of the Services Agreement;

(iii) (A) 110,600 common shares of the stock of TPCO held by SC Branding, (B) 2,000,000 common shares of the stock of TPCO held by Shawn C. Carter p/k/a JAY-Z (“Artist”), and (C) 144,700 common shares of the stock of TPCO held by SC Branding’s affiliate SC Vessel 1, LLC (“SC Vessel”) (collectively, the “**Transferred Stock**”), all of which Transferred Stock SC Branding does, and shall cause Artist and SC Vessel to, transfer, assign and surrender to TPCO, duly endorsed to TPCO, together with such instruments of transfer as TPCO shall reasonably request relating thereto; and

(iv) a duly executed IRS Form W-9 from Artist.

5. Further Assurances: Recordation.

(a) From and after the Effective Date, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(b) Without limiting the foregoing, Transferor shall execute and deliver to Transferee, at Transferee’s expense, such assignments and other documents, certificates, and instruments of conveyance in a form suitable for filing with the USPTO and other recording governmental authorities in all applicable jurisdictions as reasonably necessary to record and perfect the assignment, and to vest in Transferee all right, title, and interest in and to the Transferred Rights in accordance with applicable law. As between Transferor and Transferee, Transferee shall be responsible, at Transferee’s expense, for filing the assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that, upon Transferee’s reasonable request, and at Transferee’s expense, Transferor shall take such steps and actions, and provide such cooperation and assistance, to Transferee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Transferred Rights to Transferee, or any of Transferee’s successors or assigns.

6. Representations and Warranties of Transferor. Transferor represents and warrants to Transferee that the statements contained in this Section 6 are true and correct as of the Effective Date.

(a) Authority of Transferee: Enforceability. Transferor has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Transferor have been duly authorized by all necessary organizational action of Transferor, and when executed and delivered by both Parties, this Agreement will constitute a legal, valid, and binding obligation of Transferor, enforceable against Transferor in accordance with its terms and conditions.

(b) No Conflicts: Consents. The execution, delivery, and performance by Transferor of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (A) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Transferor, (B) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, or (C) conflict with, or result in (with or without notice

or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Transferred Rights are subject.

(c) Ownership. Transferor owns all right, title, and interest in and to the Transferred Rights, free and clear of Liens except as provided in Section 2 above.

(d) Registrations and Applications. Schedule A contains a correct, current and complete list of all registrations and applications for registration owned by Transferor in the Transferred Marks, specifying as to each, as applicable: the word mark and/or design, the record owner, the jurisdiction in which it has been granted or filed, the registration and/or application serial number, the registration and/or application date, and indicating whether it is an ITU Mark at the time of executing this Agreement, if applicable. All required filings and fees related to the trademark registrations and applications listed on Schedule A have been timely filed with and paid to the USPTO and other relevant governmental authorities.

(e) No Other Representations or Warranties. Except for the representations and warranties contained in this Section 6, Transferor has not made and makes no other express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, including with respect to the ownership, registration, validity, enforcement, or use of the Transferred Rights, all of which are expressly disclaimed.

#### 7. Tax Matters

(a) For U.S. federal (and applicable state and local) and non-U.S. tax purposes, the Parties intend that:

(i) the transactions contemplated by (w) this Agreement, (x) the Termination Agreement, dated as of the date hereof, by and between TPCO and SC Branding (the “**Termination Agreement**”), (y) the License Agreement, dated as of the date hereof, by and between Mother Room, LLC and the Licensee (as defined therein) (the “**License Agreement**”), and (z) the Services Agreement, dated as of the date hereof, by and between TPCO and SC Branding (the “**Services Agreement**”), shall be treated as follows:

(A) (x) the distribution of the Transferred Rights (subject to the rights set forth in the License Agreement) by affiliates of TPCO to TPCO, followed by (y) subject to Section 7(b), the transfer of a portion of the Transferred Rights (subject to the rights set forth in the License Agreement) by TPCO to Transferee (or its affiliate) solely in exchange for the Transferred Stock, and

(B) the transfer of a portion of the Transferred Rights (subject to the rights set forth in the License Agreement) by TPCO to Transferee solely in exchange for the provision of the services by and other obligations of SC Branding set forth in the Services Agreement;

(ii) the rights set forth in the License Agreement that are Licensed by Mother Room to the Licensee (as defined in the License Agreement) shall be treated as rights that are retained by TPCO and its affiliates, and not transferred by TPCO to Transferee;

(iii) the fair market value of the Transferred Rights (subject to the rights set forth in the License Agreement) transferred by TPCO to Transferee (or its affiliate) described in Section 7(a)(i)(A)(y) in exchange for the Transferred Stock shall equal \$366,261; and

(iv) the fair market value of the Transferred Rights (subject to the rights set forth in the License Agreement) transferred by TPCO to Transferee described in Section 7(a)(i)(B) in exchange for the provision of the services by and other obligations of SC Branding set forth in the Services Agreement shall equal \$250,000.

(b) For U.S. federal (and applicable state and local U.S) income tax purposes, (i) notwithstanding anything to the contrary set forth herein, each of SC Branding, Mother Room and SC Vessel shall be treated as entities that are disregarded from a single owner, Artist; and (ii) the transactions described in Section 7(a)(i)(A)(y) shall be treated solely as a transfer by Artist to TPCO of the Transferred Stock in exchange for a portion of the Transferred Rights (subject to the rights set forth in the License Agreement) that is treated as an exchange described in Section 302(a) of the Internal Revenue Code of 1986, as amended (the “Code”) (and applicable provision of state and local U.S. law).

(c) For U.S. federal (and applicable state and local) and non-U.S. tax purposes, TPCO shall not (and shall cause its affiliates not to) report any income of or amounts payable to any of SC Branding, Mother Room or any of their affiliates in connection with or as a result of the transactions contemplated pursuant to this Agreement, the Termination Agreement, the Services Agreement or the License Agreement, except as set forth solely in Sections 7(a) and (b).

(d) Each of the Parties shall prepare and file (and cause its affiliates to prepare and file) all tax returns in a manner consistent with this Section 7. No Party shall take (and each of the Parties shall cause its affiliates not to take) any tax position on any tax return, in any audit or proceeding before any taxing authority, in any report made for tax, or otherwise inconsistent with this Section 7, in each case unless otherwise required by a final “determination” (within the meaning of Section 1313(a) of the Code). In the event that any taxing authority disputes the tax treatment set forth in this Section 7, the Party receiving notice of such dispute shall promptly notify and consult with the other Party concerning the resolution of such dispute and use reasonable best efforts to contest such dispute in a manner consistent with this Section 7.

(e) All payments and transfers contemplated by any of this Agreement, the Termination Agreement, the License Agreement, and the Services Agreement (collectively, the “**Transaction Agreements**”) that is or is deemed under the *Income Tax Act* (Canada), the Code or any other taxing statute, law, regulation or international agreement (“**Tax Law**”) to be paid, satisfied or credited to any of Artist, SC Branding, Mother Room, SC Vessel or any of their respective affiliates shall be made in full, without deduction or set off for any reason whatsoever. Notwithstanding anything to the contrary in this Agreement or otherwise if at any time any governmental or taxing authority, applicable law, regulation or international agreement requires any amount to be withheld or deducted from any payment or other amount that is or is deemed under any Tax law to be paid, satisfied or credited to any of Artist, SC Branding, Mother Room, SC Vessel or any of their respective affiliates pursuant to the Transaction Agreements as the case may be, such payment or other amount payable will be increased to the extent necessary to ensure that, after the making of such required withholding or deduction (including any required withholding or deduction with respect to the increased amount), Artist, SC Branding, Mother Room, SC Vessel or any of their respective affiliates, as the case may be, receives a net amount equal to the amount which it would have received had no withholding or deduction been required,



and the full amount withheld or deducted shall be remitted to the relevant governmental or taxing authority. For greater certainty, TPCO shall indemnify and hold each of Artist, SC Branding, Mother Room, SC Vessel and each of their respective affiliates harmless from any loss, damage or liability on account of any failure to remit any amount TPCO or any of its affiliates may be required to remit on account of any amount that is or is deemed under any Tax Law to be paid, satisfied or credited to any of Artist, SC Branding, Mother Room, SC Vessel or any of their respective affiliates under or in connection with any of the Transaction Agreements.

8. Representations and Warranties of Transferee. Transferee represents and warrants to Transferor that the statements contained in this Section are true and correct as of the Effective Date.

(a) Authority of Transferee; Enforceability. Transferee has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Transferee have been duly authorized by all necessary organizational action of Transferee, and when executed and delivered by both Parties, this Agreement will constitute a legal, valid, and binding obligation of Transferee enforceable against Transferee in accordance with its terms and conditions.

(b) No Conflicts; Consents. The execution, delivery, and performance by Transferee of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Transferee, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, or (iii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement is subject. No consent, approval, waiver, or authorization is required to be obtained by Transferee from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Transferee of this Agreement.

(c) Transferred Stock. SC Branding hereby represents and warrants to TPCO that (i) it (or Artist or SC Vessel, as applicable) is the beneficial and legal owner of the Transferred Stock, which is free and clear of all liens, charges, encumbrances, and any other rights of others, (ii) there is no contract, option, or other right of a third party binding, or which at any time in the future may become binding, upon SC Branding, SC Vessel, or Artist to sell, transfer, assign, pledge, charge, mortgage, or in any other way dispose of or encumber any of the Transferred Stock, other than pursuant to the terms of this Modification Agreement, and (iii) SC Branding will and will cause SC Vessel and Artist to take all actions reasonably necessary to further evidence the surrender and transfer of the Transferred Stock to TPCO, including without limitation the execution of any assignment, stock power, or other document to reflect the surrender on the books of TPCO and its transfer agent.

9. Indemnity. Each Party and each of their affiliates shall indemnify and hold the other Party and each of their affiliates harmless from any loss, damage or liability on account of any breach of the provisions of this Agreement.

10. Miscellaneous.

(a) This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) will be

governed by and construed in accordance with the internal laws of the State of California applicable to agreements executed and performed entirely within such State.

(b) This Agreement and each of the terms and provisions hereof may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party hereto.

(c) No Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. No assignment will relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing will be null and void. This Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective successors and permitted assigns.

(d) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Modification Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

(e) For purposes of this Agreement, (i) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Modification Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The Parties drafted this Modification Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

(f) The headings in this Agreement are for reference only and do not affect the interpretation of this Modification Agreement.

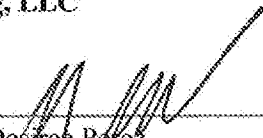
(g) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**SC Branding, LLC**

By:   
Name: Desiree Perez  
Title: Authorized Signatory

**Mother Room, LLC**

By:   
Name: Desiree Perez  
Title: Authorized Signatory

**TPCO HOLDING CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**CMG Partners, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**TPCO US HOLDING LLC**

By: \_\_\_\_\_  
Name:  
Title:

**NC3 Systems**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**SC Branding, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**TPCO HOLDING CORP.**

DocuSigned by:  
*Troy Datcher*  
By: \_\_\_\_\_  
Name: Troy Datcher  
Title: CEO

**Mother Room, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**CMG Partners, Inc.**

DocuSigned by:  
*Troy Datcher*  
By: \_\_\_\_\_  
Name: Troy Datcher  
Title: CEO


**TPCO US HOLDING LLC**

DocuSigned by:  
*Troy Datcher*  
By: \_\_\_\_\_  
Name: Troy Datcher  
Title: CEO

**NC3 Systems**

DocuSigned by:  
*Troy Datcher*  
By: \_\_\_\_\_  
Name: Troy Datcher  
Title: CEO

SCHEDULE ATrademarks

Mark	App. No.	Authority	Type	Reg. No.	Class No. and Description	Owner
MONOGRAM	88733895	United States (USPTO)	Standard Character Mark	N/A	34 - Hemp cigarettes comprised of lawful hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not greater than 0.3 percent on a dry weight basis	CMG PARTNERS, INC.
MONOGRAM	88283255	United States (USPTO)	Logotype 	5912650	41 - Educational and entertainment services, namely, providing a website featuring information in the nature of current events about cannabis, the cannabis industry, and products containing cannabis	CMG PARTNERS, INC.
MONOGRAM	88283234	United States (USPTO)	Standard Character Mark	5953275	41 - Educational and entertainment services, namely, providing a website featuring information in the nature of current events about cannabis, the cannabis industry, and products containing cannabis	CMG PARTNERS, INC.
MONOGRAM OG	88733888	United States (USPTO)	Standard Character Mark	N/A	34 - Hemp cigarettes comprised of lawful hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not greater than 0.3 percent on a dry weight basis	CMG PARTNERS, INC.
MONOGRAM	97267665	United States (USPTO)	Standard Character Mark	N/A	009 - Downloadable files authenticated by non-fungible tokens featuring cannabis and cannabis goods	TPCO US Holding LLC
	2/15/22			Pending ITU	035 - Retail store services, namely, providing downloadable files	

					authenticated by non-fungible tokens featuring cannabis and cannabis good	
MONOGRAM	97591641 9/14/22	United States (USPTO)	Standard Character Mark	N/A Pending ITU	34 - Ashtrays; Cigarette lighters; Cigarette rolling papers; Cigarette tubes; Tobacco grinders	CMG PARTNERS, INC.
MONOGRAM OG	88733888 12/19/19	United States (USPTO)	Standard Character Mark	N/A Pending ITU	34 - Hemp cigarettes comprised of lawful hemp with a delta-9 tetrahydrocannabinol (THC) concentration of not greater than 0.3 percent on a dry weight basis	CMG PARTNERS, INC.
MONOGRAM		California	Trademark	2003856 3/24/20	031, 034 - Dried cannabis flower intended for smoking and cannabis pre-rolls. Dried cannabis flower intended for wholesale purchase.	NC3 SYSTEMS
MONOGRAM		New York	Trademark	S25442	Educational and entertainment services, namely providing a website featuring information about cannabis and cannabis culture.	TPCO US Holding LLC

Domain Names

monogramcompany.com

**Social Media Accounts**

<b>Facebook account - Monogram Company</b>
<b>Twitter Account - monogramcompany</b>
<b>Instagram Account - monogramcompany</b>