

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mission Partners IP, LLC		11/06/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LI Lending, LLC		
Street Address:	13037 NE Bel-Red Road		
Internal Address:	Suite 150		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4949552	4FRONT	
Serial Number:	87807486	BLOOM FARMS	
Registration Number:	6322363	BLOOM FARMS	
Registration Number:	6380481	BLOOM FARMS	
Registration Number:	6211743	MISSION	
Serial Number:	87073004	PURE RATIOS	
Serial Number:	90334131	ISLAND	
Serial Number:	87109901	ISLAND	
CORRESPONDENCE DATA			
Fax Number:	2066826031		
<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:	2066224900		
Email:	ustm.docketing@SeedIP.com		
Correspondent Name:	Syed M. Abedi		
Address Line 1:	701 Fifth Avenue		
Address Line 2:	Suite 5400		
Address Line 4:	Seattle, WASHINGTON 98104		

OP \$215.00 4949552

NAME OF SUBMITTER:	Syed Abedi
SIGNATURE:	/Syed Abedi/
DATE SIGNED:	11/08/2023
Total Attachments: 10 source=Mission Partners- IP Security Agreement (execution).DOCX#page1.tif source=Mission Partners- IP Security Agreement (execution).DOCX#page2.tif source=Mission Partners- IP Security Agreement (execution).DOCX#page3.tif source=Mission Partners- IP Security Agreement (execution).DOCX#page4.tif source=Mission Partners- IP Security Agreement (execution).DOCX#page5.tif source=Mission Partners- IP Security Agreement (execution).DOCX#page6.tif source=Mission Partners- IP Security Agreement (execution).DOCX#page7.tif source=Mission Partners- IP Security Agreement (execution).DOCX#page8.tif source=Mission Partners- IP Security Agreement (execution).DOCX#page9.tif source=Mission Partners- IP Security Agreement (execution).DOCX#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 6, 2023, is made by and between Mission Partners IP, LLC (“Grantor”), and LI Lending, LLC (“LI Lending” or “Lender”).

W I T N E S S E T H:

WHEREAS, LI Lending, a corporation of Delaware, and Grantor, a corporation of Delaware, have entered into an Amended and Restated Loan and Security Agreement dated December 17, 2020 (as amended and in effect from time to time, the “Loan Agreement”);

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Intellectual Property Security Agreement, and to grant the Lender security interest in the Collateral described below;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

Section 2A. 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 the Grantor, as provided in the Loan Agreement, hereby mortgages pledges to the Lender for the benefit of the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral (other than Excluded Property) of the Grantor (the “**Trademark Collateral**”):

(a) all of its trademarks registered or applied for providing for the grant by or to such Grantor of any right under any trademark registered or applied for, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 2B. Grant of Security Interest in Patent 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 the Grantor, as provided in the Loan Agreement, hereby mortgages and pledges to the Lender for the benefit of the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral (other than Excluded Property) of the Grantor (the “**Patent Collateral**”):

(a) all of its patents registered or applied for in the United States providing for the grant by or to such Grantor of any right under any patent registered or applied for in the United States, including those referred to on Schedule 2 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; 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 all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral, collectively referred to as "Collateral," made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Intellectual Property Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Representations and Warranties regarding Intellectual Property. The Grantor represents and warrants to the Lender that:

(a) Grantor does not own any patents, trademarks, copyrights or mask works registered in, or the subject of pending applications in, the United States Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described on Schedules 1 and 2 hereto;

(b) Grantor has the sole, full and unencumbered right, title and interest in and to the trademarks and patents shown on Schedules 1 and 2 and, to the extent registered or granted, such registrations and grants are valid and enforceable and in full force and effect; and

(c) there is no claim by any third party that any patents, trademarks, copyrights or mask works are invalid and unenforceable or do or may violate the rights of any person.

Section 5. Covenants Regarding Intellectual Property. The Grantor hereby agrees:

(a) Except to the extent that the Lender gives prior written consent:

(i) The Grantor will not do any act or omit to do any act whereby any material patent registrations may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify the Lender immediately if it knows of any reason or has reason to know that any material patent registration may become abandoned or dedicated; and

(ii) The Grantor will not do any act or omit to do any act whereby any material copyrights or mask works may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify the Lender immediately if it knows of any reason or has reason to know that any material copyright or mask work may become abandoned or dedicated to the public domain.

(b) The Grantor will promptly (and in any event within 5 days) notify the Lender upon the filing, either by the Grantor or through any agent, employee, licensee or designee, of (i) an application for the registration of any patent or trademark, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or (ii) any assignment of any patent or trademark, which the Grantor may acquire from a third party, with the United States Patent and

Trademark Office or any similar office or agency in any other country or any political subdivision thereof. Upon the request of the Lender, the Grantor shall execute and deliver any and all agreements, instruments, documents and papers as the Lender may request to evidence the Lender's security interest in such patent or trademark (and the goodwill and general intangibles of the Grantor relating thereto or represented thereby), and the Grantor authorizes the Lender to record this Intellectual Property Security Agreement with the United States Patent and Trademark Office; and

(c) The Grantor agrees that if it learns of any use by any person of any term or design likely to cause confusion with any trademark, the Grantor shall promptly notify the Lender of such use and of all steps taken and to be taken to remedy any infringement of any trademark.

Section 7. 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 its trademarks and patents, identified in Schedules 1 and 2, subject to a security interest hereunder.

Section 8. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), 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.

[SIGNATURE PAGES FOLLOW]

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

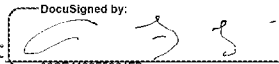
“GRANTOR”

Mission Partners IP, LLC,
a Delaware corporation

By: Mission Partners USA, LLC
Member and Manager of Mission Partners IP, LLC

By: 4Front Holdings, LLC
Member and Manager of Mission Partners USA, LLC

By: 4Front U.S. Holdings, Inc.
Member and Manager of 4Front Holdings, LLC

By:  _____
Name: Andrew Thut
Title: Treasurer

SCHEDULE I

US Federal Trademark Registrations

Mark	Owner Name	Registration #	Registration Date
4FRONT	Mission Partners IP, LLC	4949552	May 3, 2016
BLOOM	Mission Partners IP, LLC	87807486	October 3, 2023
BLOOM	Mission Partners IP, LLC	6322363	April 13, 2021
BLOOM FARMS	Mission Partners IP, LLC	6380481	June 8, 2021
MISSION	Mission Partners IP, LLC	6211743	December 1, 2020
PURE RATIOS	Mission Partners IP, LLC	87073004	October 10, 2017

US Federal Trademark Applications

Mark	Applicant Name	File Date	Application #
Island name and logo	Mission Partners IP, LLC	November 20, 2020	90334131
Island name and logo	Mission Partners IP, LLC	July 20, 2016	87109901

**California State
Trademark Registrations**

Mark	Owner Name	Registration #	Registration Date
BLOOM	Mission Partners IP, LLC	300119	March 26, 2019
BLOOM	Mission Partners IP, LLC	300152	March 26, 2019
BLOOM	Mission Partners IP, LLC	300118	March 26, 2019
BLOOM FARMS	Mission Partners IP, LLC	300121	March 26, 2019
BLOOM FARMS	Mission Partners IP, LLC	300120	July 8, 2019
ISLAND	Mission Partners IP, LLC	306237	July 8, 2019
ISLAND	Mission Partners IP, LLC	306238	July 25, 2019
ISLAND	Mission Partners IP, LLC	02001296	March 17, 2021
ISLAND	Mission Partners IP, LLC	02001297	March 26, 2019
ISLAND	Mission Partners IP, LLC	02001372	March 26, 2019
ISLAND	Mission Partners IP, LLC	02010120	March 26, 2019
ISLAND CLASSIC	Mission Partners IP, LLC	306239	March 26, 2019
ISLAND MINI'S	Mission Partners IP, LLC	306240	July 8, 2019

**Washington State
Trademark Registrations**

Mark	Owner Name	Registration #	Registration Date
CHEWEE'S	Mission Partners IP, LLC	1078975	October 11, 2018
CHEWEES	Mission Partners IP, LLC	59882	April 24, 2017
CRYSTAL CLEAR	Mission Partners IP, LLC	59991	May 31, 2017
EVERGREEN	Mission Partners IP, LLC	58274	September 18, 2015
EZ VAPE	Mission Partners IP, LLC	58222	August 13, 2015
GOLDEN GOO	Mission Partners IP, LLC	59989	May 31, 2017
HI-BURST SOURS	Mission Partners IP, LLC	1078979	October 15, 2018
KOKO GEMZ	Mission Partners IP, LLC	1078977	October 15, 2018
LEFT HANDED	Mission Partners IP, LLC	1078980	October 15, 2018
LEFT HANDED BRAND	Mission Partners IP, LLC	1078978	October 15, 2018
LEGENDS	Mission Partners IP, LLC	59994	May 31, 2017
LOTIONZ	Mission Partners IP, LLC	1078973	October 11, 2018
MAGIC KITCHEN	Mission Partners IP, LLC	58194	July 24, 2015
MARMAS	Mission Partners IP, LLC	59879	April 21, 2017
MELO	Mission Partners IP, LLC	1079367	March 7, 2019
MINI BUDZ	Mission Partners IP, LLC	59988	May 31, 2017

Mark	Owner Name	Registration #	Registration Date
NORTHWEST CANNABIS SOLUTIONS	Mission Partners IP, LLC	60002	June 2, 2017
PEBBLES	Mission Partners IP, LLC	59990	May 31, 2017
POTIONZ	Mission Partners IP, LLC	59993	May 31, 2017
THCAPS	Mission Partners IP, LLC	58221	August 13, 2015

Australian Trademark Registrations

Mark	Owner Name	Registration #	Registration Date
BLOOM FARMS	Mission Partners IP, LLC	1899279	January 15, 2019
HIGHLIGHTER	Mission Partners IP, LLC	1899278	November 27, 2018

Canada

Trademark Registrations

Mark	Owner Name	Registration #	Registration Date
HIGHLIGHTER	Mission Partners IP, LLC	TMA1092040	January 20, 2021

**European Union
Trademark Registrations**

Mark	Owner Name	Registration #	Registration Date
BLOOM FARMS	Mission Partners IP, LLC	17690215	July 19, 2018
HIGHLIGHTER	Mission Partners IP, LLC	17690645	July 19, 2018

**United Kingdom
Trademark Registrations**

Mark	Owner Name	Registration #	Registration Date
BLOOM FARMS	Mission Partners IP, LLC	UK00917690215	July 19, 2018
HIGHLIGHTER	Mission Partners IP, LLC	UK00917690645	July 19, 2018

Schedule II
ISSUED PATENT

Title	Owner Name	Patent Date	Patent No.	Jurisdiction
VARIABLE VISCOSITY VAPORIZER CARTRIDGE	Mission Partners IP, LLC	March 31, 2020	10,603,459	United States