

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seventh Avenue Investments, LLC, as the prior collateral agent		11/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as the successor collateral agent		
Street Address:	950 17th Street		
Internal Address:	Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4891133	O.PENVAPE	
Registration Number:	5131357	O.PENVAPE	
Registration Number:	4491979	O.PEN	
Registration Number:	4911930	FIREFLY	
Registration Number:	4489299	FIREFLY	
Registration Number:	5840484		
Registration Number:	5840485	FIREFLY MINI	
Registration Number:	4710578	IT'S WHAT'S INSIDE THAT COUNTS	
Registration Number:	5486756	ISH	
Registration Number:	5060127	A FRIEND FOR LIFE	
Registration Number:	4998318	A FRIEND FOR LIFE	
Registration Number:	4764275	TRETAP	
Registration Number:	4454572	TRETAP	
Registration Number:	5900974	CERES NATURAL REMEDIES	
Registration Number:	4911943	FIREFLY	
Registration Number:	4791274	GO.PEN	
Registration Number:	4891132	O.PENVAPE	

OP \$665.00 4891133

Property Type	Number	Word Mark
Registration Number:	4798219	
Registration Number:	5868867	CERAMFLO
Registration Number:	5664231	LUNCHBOX ALCHEMY
Serial Number:	86969797	RESERVE
Serial Number:	86816285	THE DABARATUS
Serial Number:	87168058	BAKKED
Serial Number:	87183434	
Serial Number:	88669644	HEALING WITHOUT THE HIGH
Serial Number:	90022627	GYRO

CORRESPONDENCE DATA

Fax Number: 2128366637

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: 12128367319

Email: Paul.Somelofske@arnoldporter.com

Correspondent Name: Paul J. Somelofske

Address Line 1: C/O Arnold & Porter Kaye Scholer LLP

Address Line 2: 250 West 55th Street

Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER:	Paul J. Somelofske
SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	11/17/2023

Total Attachments: 14

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**TRADEMARK SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 17th day of November, 2023, by SEVENTH AVENUE INVESTMENTS, LLC, ("Seventh Avenue"), as the prior collateral agent under the Trademark Security Agreement (as defined below) and the Pledge and Security Agreement (as defined below) (in such capacity, "Assignor"), in favor of ACQUIOM AGENCY SERVICES LLC, as the successor collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Slang Worldwide, Inc., a company incorporated under the Canada Business Corporations Act ("Slang"), Ceres LLC, a Vermont limited liability company ("Ceres"), Champlain Valley Dispensary, Inc., a Vermont corporation ("Champlain"), National Concessions Group Inc., a Colorado corporation ("National Concessions Group"), Slang Vermont, Inc., a Vermont corporation ("Slang Vermont"), Slang Colorado Manufacturing, Inc., a Colorado corporation (the "Slang Colorado"), the other subsidiaries of Slang from time to time party thereto (collectively with Slang, Champlain, National Concessions Group, Slang Vermont and Slang Colorado, the "Loan Parties"), the lenders from time to time party thereto and the Assignor, as administrative agent and collateral agent, are parties to the Credit and Guaranty Agreement, dated as of November 15, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Assignor is party to (i) the Pledge and Security Agreement, dated as of November 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), made by the Loan Parties party thereto in favor of Assignor and (ii) the Trademark Security Agreement, dated as of November 15, 2021 (the "Trademark Security Agreement"), made by Ceres, Champlain, National Concessions Group, Slang Vermont and Slang Colorado (collectively, the "Grantors") in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on November 22, 2021 on Reel 007502 / Frame 0595;

WHEREAS, pursuant to (i) the Trademark Security Agreement and (ii) the Pledge and Security Agreement, each Grantor granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) including, without limitation, the trademarks and trademark applications described on Annex A annexed hereto and made a part hereof;

WHEREAS, in accordance with the Credit Agreement, the Assignor has resigned as administrative agent and collateral agent under the Credit Agreement, the Pledge and Security Agreement, the Trademark Security Agreement and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of November 17, 2023, among Assignor, Assignee, the lenders party thereto and the Loan Parties, Assignee has, among other things, assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Seventh Avenue as collateral agent under the Credit Agreement and the other Loan Documents (including, without limitation, under the Pledge and Security Agreement and the Trademark Security Agreement); and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Pledge and Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

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

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Pledge and Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Pledge and Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. Each Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Pledge and Security Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed in accordance with, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

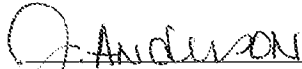
ASSIGNOR:

SEVENTH AVENUE INVESTMENTS, LLC , as the prior collateral agent under the Trademark Security Agreement and the Pledge and Security Agreement

By: 
Name: Samuel Brill
Title: President and Chief Investment Officer

ASSIGNEE:

ACQUIOM AGENCY SERVICES LLC, as the
successor collateral agent

By:  _____
Name: Jennifer Anderson
Title: Senior Director

ACKNOWLEDGED AND AGREED:

CERES LLC, by its sole member, SLANG VERMONT, INC., as Grantor

By: John Moynan
Name: John Moynan
Title: CEO

CHAMPLAIN VALLEY DISPENSARY, INC., as Grantor

By: John Moynan
Name: John Moynan
Title: CEO

NATIONAL CONCESSIONS GROUP INC., as Grantor

By: John Moynan
Name: John Moynan
Title: CEO

SLANG VERMONT, INC., as Grantor

By: John Moynan
Name: John Moynan
Title: CEO

SLANG COLORADO MANUFACTURING, INC., as Grantor

By: John Moynan
Name: John Moynan
Title: CEO

ANNEX A

Trademark Registrations/Applications

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
US	7688-10	National Concessions Group Inc.	O.PENVAPE	REGISTERED	86/014,584	7/19/2013	4,891,133	1/26/2016
US	7688-10-1	National Concessions Group Inc.	O.PENVAPE	REGISTERED	86/830,578	11/24/2015	5,131,357	1/31/2017
US	7688-104	National Concessions Group Inc.	RESERVE	ALLOWED	86/969,797	4/8/2016		
Community Trademark	7688-10-CTM	National Concessions Group Inc.	O.PENVAPE	REGISTERED	012809232	4/22/2014	012809232	9/17/2014
Great Britain	7688-10-GB-C	National Concessions Group Inc.	O.PENVAPE	REGISTERED	UK00912809232	4/22/2014	UK00912809232	9/17/2014
US	7688-11	National Concessions Group Inc.	O.PEN	REGISTERED	85/728,648	9/13/2012	4,491,979	3/4/2014
European Union	7688-114-EU	National Concessions Group Inc.	ORGANA BRANDS	REGISTERED	017185893	9/8/2017	017185893	1/8/2018
Great Britain	7688-114-GB-C	National Concessions Group Inc.	ORGANA BRANDS	REGISTERED	UK00917185893	9/8/2017	UK00917185893	1/8/2018
Community Trademark	7688-11-CTM	National Concessions Group Inc.	O.PEN	REGISTERED	012809364	4/22/2014	012809364	9/17/2014
Great Britain	7688-11-GB-C	National Concessions Group Inc.	O.PEN	REGISTERED	UK00912809364	4/22/2014	UK00912809364	9/17/2014
Community Trademark	7688-12-CTM	National Concessions Group Inc.	DABARATUS	REGISTERED	012809422	4/22/2014	012809422	9/17/2014

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
Great Britain	7688-12-GB-C	National Concessions Group Inc.	DABARATUS	REGISTERED	UK00912809422	4/22/2014	UK00912809422	9/17/2014
US	7688-140	National Concessions Group Inc.	FIREFLY	REGISTERED	86/369,621	8/18/2014	4,911,930	3/8/2016
China	7688-140-CN-1	National Concessions Group Inc.	FIREFLY	PENDING	58671570			
World Intellectual Property Organization (WIPO)	7688-140-WO	National Concessions Group Inc.	FIREFLY	REGISTERED	1493745	8/20/2019	1493745	8/20/2019
US	7688-141	National Concessions Group, Inc.	FIREFLY	REGISTERED	85/752,268	10/11/2012	4,489,299	2/25/2014
Canada	7688-141-CA	National Concessions Group Inc.	FIREFLY	REGISTERED	1657288	12/20/2013	TMA921818	11/30/2015
Great Britain	7688-141-GB-C	National Concessions Group Inc.	FIREFLY	REGISTERED	UK00801210426	12/16/2013	UK00801210426	12/16/2013
World Intellectual Property Organization (WIPO)	7688-141-WO	National Concessions Group Inc.	FIREFLY	REGISTERED	1210426	12/16/2013	1210426	12/16/2013
Australia	7688-141-WO-AU	National Concessions Group Inc.	FIREFLY	REGISTERED	1210426	12/16/2013	1210426	12/16/2013
European Union	7688-141-WO-EU	National Concessions Group Inc.	FIREFLY	REGISTERED	1210426	12/16/2013	1210426	12/16/2013

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
Japan	7688-141-WO-JP	National Concessions Group Inc.	FIREFLY	REGISTERED	1210426	12/16/2013	1210426	12/16/2013
South Korea	7688-141-WO-KR	National Concessions Group Inc.	FIREFLY	REGISTERED	1210426	12/16/2013	1210426	12/16/2013
US	7688-143	National Concessions Group, Inc.	FIREFLY Logo	REGISTERED	87/804,569	2/20/2018	5,840,484	8/20/2019
Canada	7688-143-CA	National Concessions Group Inc.	FIREFLY Logo	REGISTERED	1884254	2/21/2018	TMA107267 2	2/13/2020
China	7688-143-CN	National Concessions Group Inc.	FIREFLY Logo	REGISTERED	30104546	4/9/2018	30104546	2/28/2019
European Union	7688-143-EU	National Concessions Group Inc.	FIREFLY Logo	REGISTERED	17851874	2/22/2018	17851874	6/29/2018
Great Britain	7688-143-GB-C	National Concessions Group Inc.	FIREFLY Logo	REGISTERED	UK00917851874	2/22/2018	UK00917851 874	6/29/2018
China	7688-144-CN	National Concessions Group Inc.	FIREFLY (Chinese Characters)	REGISTERED			16528777	5/7/2016
US	7688-145	National Concessions Group, Inc.	FIREFLY MINI	REGISTERED	87/804,580	2/20/2018	5,840,485	8/20/2019
Canada	7688-145-CA	National Concessions Group Inc.	FIREFLY MINI	REGISTERED	1884257	2/21/2018	TMA107267 4	2/13/2020
China	7688-145-CN	National Concessions Group Inc.	FIREFLY MINI	REGISTERED	30129082	4/9/2018	30129082	3/7/2019
European Union	7688-145-EU	National Concessions Group Inc.	FIREFLY MINI	REGISTERED	17844374	2/22/2018	17844374	6/29/2018

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
Great Britain	7688-145-GB-C	National Concessions Group Inc.	FIREFLY MINI	REGISTERED	UK00817844374	2/22/2018	UK00817844374	6/29/2018
European Union	7688-146-EU	National Concessions Group Inc.	MINI 100X & Design	REGISTERED	17844382	2/22/2018	17844382	6/29/2018
Great Britain	7688-146-GB-C	National Concessions Group Inc.	MINI 100X & Design	REGISTERED	UK00917844382	2/22/2018	UK00917844382	6/29/2018
US	7688-18	National Concessions Group Inc.	IT'S WHAT'S INSIDE THAT COUNTS	REGISTERED	86/188,912	2/10/2014	4,710,578	3/31/2015
US	7688-21	National Concessions Group Inc.	ISH	REGISTERED	86/188,911	2/10/2014	5,486,756	6/5/2018
US	7688-44	National Concessions Group Inc.	A FRIEND FOR LIFE	REGISTERED	86/457,653	11/18/2014	5,060,127	10/11/2016
US	7688-44-1	National Concessions Group, Inc.	A FRIEND FOR LIFE	REGISTERED	86/879,983	1/19/2016	4,998,318	7/12/2016
US	7688-63	National Concessions Group Inc.	THE DABARATUS	ALLOWED	86/816,285	11/11/2015		
US	7688-69	National Concessions Group Inc.	BAKED	PENDING	87/168,058	9/12/2016		
US	7688-70	National Concessions Group Inc.	BAKED Logo	PENDING	87/183,434	9/26/2016		
Canada	8766-1-CA	Slang Colorado Manufacturing Inc.	ORGANA BRANDS	REGISTERED	1,859,024	9/22/2017	TMA1,069,448	1/14/2020
Canada	8766-2-CA	Slang Colorado Manufacturing Inc.	O.PENVAPE	REGISTERED	1,859,031	9/22/2017	TMA1,069,443	1/14/2020

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
US	88669644	High Fidelity, Inc.	HEALING WITHOUT THE HIGH	PENDING	88/669644	10/25/2019		
USA - California		National Concessions Group Inc.	O.PENVAPE (Stylized)	Registered			CA 00120971	03/01/2016
USA - Washington		National Concessions Group Inc.	O.PENVAPE and Design	Registered			WA 58112	06/30/2015
USA - Vermont		High Fidelity, Inc.	CERES NATURAL REMEDIES	Registered			VT 9018	01/14/2019
USA		Ceres LLC	TRETAP and Design	Registered	86449291	11/10/2014	4764275	06/30/2015
USA		Ceres LLC	TRETAP and Design	Registered	85925617	05/07/2013	4454572	04/18/2019
USA - Vermont		Champlain Valley Dispensary, Inc.	GREEN MOUNTAIN CANNABIS	Registered			VT 0008803	06/29/2015

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
US		High Fidelity, Inc.	CERES NATURAL REMEDIES	REGISTERED	88257391	1/10/2019	5900974	11/5/2019
USA OR		National Concessions Group Inc.	ORGANA BRANDS	REGISTERED			45546	3/1/2016
USA OR		National Concessions Group Inc.	O.PENVAPE	REGISTERED			45140	6/19/2015
USA NV		National Concessions Group Inc.	ORGANABRAN DS	REGISTERED			E0230022016 -2	5/18/2016

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
Great Britain	7688 14 GB C	National Concessions Group Inc.	gO,pen & Design	Registered	UK00912820346	4/25/2014	UK00912820346	8/30/2015
Great Britain	7688 150 GB C	National Concessions Group Inc.	SMALLER IS FRESHER	Registered	UK0098120117	9/4/2019	UK00918120117	10/14/2020
Canada		National Concessions Group Inc.	SMALLER IS FRESHER	Pending	1983409			
US	7688 160	National Concessions Group Inc.	GYRO	Pending	90/022,627	6/26/2020		

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
Great Britain	7688 25 GB C	National Concessions Group Inc.	O Logo	Registered	UK00912809612	4/22/2014	UK00912809 612	9/17/2014
USA		National Concessions Group Inc.	FIREFLY and Design	Registered	86379042	08/27/2014	4911943	03/08/2016
USA		National Concessions Group Inc.	GO.PEN and Design	Registered	86106532	10/31/2013	4791274	08/11/2015
USA		National Concessions Group Inc.	O.PENVAPE and Design	Registered	86014581	07/19/2013	4891132	01/26/2016

Country	Reference #	Owner Name	Mark	Status	Application #	File Date	Registration #	Registration Date
USA		National Concessions Group Inc.	Design only	Registered	86372018	8/20/2014	4798219	08/25/2015
USA		National Concessions Group Inc.	CERAMFLO	Registered	87481345	6/8/2017	5868867	9/24/2019
USA		National Concessions Group Inc.	LUNCHBOX ALCHEMY	Registered	87608174	09/14/2017	5664231	01/29/2019