

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856905

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: 2			
Property Type	Number	Word Mark	
Serial Number:	88114215	SLANG WORLDWIDE	
Serial Number:	88618139	SLANG WORLDWIDE	
CORRESPONDENCE DATA			
Fax Number:	2128366637		
<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:	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:	11/29/2023		
Total Attachments: 9			
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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 Canadian Trademark Security Agreement (as defined below) and the Canadian 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 (the "Grantor"), the subsidiaries of the Grantor from time to time party thereto (collectively with the Grantor, 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 Canadian Pledge and Security Agreement, dated as of November 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Canadian Pledge and Security Agreement"), made by the Loan Parties party thereto in favor of Assignor and (ii) the Canadian Trademark Security Agreement, dated as of November 15, 2021 (the "Canadian Trademark Security Agreement"), made by the Grantor in favor of the Assignor, which was recorded with the United States Trademark and Trademark Office on November 22, 2021 on Reel 007502 / Frame 0620;

WHEREAS, pursuant to (i) the Canadian Trademark Security Agreement and (ii) the Canadian Pledge and Security Agreement, the 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 Canadian 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 Canadian Pledge and Security Agreement, the Canadian 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 Canadian Pledge and Security Agreement and the Canadian 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 Canadian Pledge and Security Agreement and the Canadian 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 Canadian 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 Canadian Pledge and Security Agreement and the Canadian 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 Grantor. The 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 Canadian 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 Canadian 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 Province of Ontario and the federal laws of the Canada applicable therein.

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.

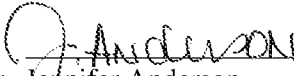
ASSIGNOR:

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

SLANG WORLDWIDE, INC., as Grantor

By: John Moynan
Name: John Moynan
Title: CEO

ANNEX A


Canadian Trademark Registrations/Applications



Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Slang Worldwide Inc.	Canada	SLANG WORLDWIDE	TMA1071401	January 31, 2020
Slang Worldwide Inc.	Canada	SLANG WORLDWIDE	1952260	March 19, 2019

U. S. Trademark Registrations/Applications

Trademark	Status/Key Dates	Goods/Services	Current Owner
SLANG WORLDWIDE SN: 88114215	Pending Application, September 15, 2021 Office Status: Suspension Letter Mailed Filed: September 12, 2018	Int'l Class: 35, 36, 45 (Int'l Class: 35) Advertising and business management consultancy services for others in the field of cannabis; advisory services relating to business management; providing business information services in the field of cannabis; providing advice and information concerning commercial business management; brand acquisition and development in the field of cannabis (Int'l Class: 36)	Slang Worldwide Inc. (Canada Corporation) 50 Carroll St., Toronto M4M 3G3 Canada
SLANG WORLDWIDE SN: 88618139	Pending Application, September 28, 2021 Office Status: Suspension Letter Mailed	Int'l Class: 05, 09, 16, 21, 24, 32, 34 (Int'l Class: 05) Medicated mouthwashes; antibacterial hand lotions; disinfectant soap; antibacterial soap; antibacterial skin soaps; alcohol-based antibacterial skin sanitizer gels; medicated lotions for sunburn; vitamins; mineral supplements; vitamin preparations; vitamin and mineral supplements;	Slang Worldwide Inc. (Canada Corporation) 50 Carroll St., Toronto, Ontario M4M3G3 Canada
Disclaimer:	Suspension Letter Mailed		

<p>"WORLDWID E"</p>	<p>Filed: September 16, 2019 Register Type: Principal Register</p>	<p>vitamin and mineral preparations; liquid vitamin supplements; vitamin tablets; vitamin and mineral food supplements; nutritional supplements for general health and well-being; dietary supplements for general health and well-being; herbal supplements for general health and well-being; plant extracts for medical and pharmaceutical purposes for general health and well-being (Int'l Class: 09) Sunglasses; eyeglasses; binoculars; spectacle cases; cases for sunglasses; frames for spectacles and sunglasses; sports glasses, namely, sports goggles for use in skiing, racquetball, swimming; protective helmets for sports (Int'l Class: 16) Paper; note paper; paper coasters; paper flags; paper party decorations; writing pads; writing paper; posters; greeting cards; paper weights; envelopes; memo pads; trading cards; catalogues in the field of consumer packaged goods; address books; diaries; business cards; gift wrap paper; paper bags for packaging; paper wine gift bags; cardboard and goods made from these materials, namely, paper napkins and towels, facial tissue and toilet paper, newsprint paper, paper grocery bags, cardboard and paper cartons; adhesives for stationery or household purposes, bumper stickers, decorative decals; pens, pencils; paper shredders, electric staplers (Int'l Class: 21) Paper and plastic cups; paper and plastic plates; cooking utensils, namely, spatulas; dishes; bowls; earthenware mugs; bottle openers; lunch boxes; mixing spoons; cutting boards; trivets; napkin rings; cups; dinnerware; thermally insulated containers for food; serving spoons; portable insulated beverage containers; food storage containers; heat-insulated containers for beverages; garbage containers in the nature of garbage pails; containers for ice; waste baskets; ice buckets; laundry baskets; picnic baskets sold empty; cocktail shakers; reusable water bottles sold empty; hand-operated whisks; gardening gloves; vases (Int'l Class: 24) Towels; sleeping bags, bath towels; beach towels; hand towels; hooded towels; golf towels; bed blankets; bed linen; tablecloths, not of paper; bed sheets; handkerchiefs of textile; quilts; pillowcases; comforters; dish</p>
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		<p>towels for drying; bedspreads; duvet covers; throws; wash cloths (Int'l Class: 32)</p> <p>Beer; ginger beer; non-alcoholic beer; ale; lager; beer-based cocktails; non-alcoholic fruit juice beverages; non-alcoholic cocktails; non-alcoholic cider; mineral water; carbonated mineral water; aerated water; fruit juice; soda water; vegetable juices; spring water; bottled water; fruit-flavoured beverages; non-alcoholic beverages containing fruit juices; coconut water beverages; protein-enriched sports beverages; cola beverages (Int'l Class: 34)</p> <p>Smokeless cigarette vaporizer pipes; electronic cigarettes; smokeless cigar vaporizer pipes; oral vaporizers for smoking purposes; smoking pipes; tobacco pipes; liquid nicotine solutions for use in electronic cigarettes; hookahs; cigarette papers; cigarette lighters; herbs for smoking derived from hemp with a delta-9 tetrahydrocannabinol THC concentration of not more than 0.3 percent on a dry weight basis; smokeless tobacco; chewing tobacco; tobacco products; cigar cutters; chemical flavourings in liquid form used to refill electronic cigarette cartridges; cannabis grinders; pipes for smoking mentholated tobacco substitutes; marijuana grinders; menthol cigarettes; tobacco tins; tobacco jars</p>	
<p>THE DIME STORE</p>  <p>RN: OR 50711</p>	<p>OREGON - Registered Last Status Received: Registered, October 22, 2019 Registered: October 22, 2019</p>	<p>Int'l Class: 35 (Int'l Class: 35) retail services</p>	<p>Fire Cannabis Inc. 8128 SE Holgate Blvd Portland, OR 97266</p>
<p>FIRE CANNABIS CO. and Design</p>	<p>WASHINGTON - Registered Last Status Received:</p>	<p>Int'l Class: 35 (Int'l Class: 35) a licensed marijuana retail store.</p>	<p>Fire Cannabis Co. 903 Engh Road Ste D Omak, WA 98841</p>

 RN: WA 60122	Registered, July 24, 2017 Registered: July 24, 2017		
FIRE CANNABIS CO.  RN: WA 60124	WASHINGTON - Registered Last Status Received: Registered, July 24, 2017 Registered: July 24, 2017	Int'l Class: 35 (Int'l Class: 35) a licensed marijuana retail store.	Fire Cannabis Co. 903 Engh Road Ste D Omak, WA 98841