

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866414

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900823339		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curaleaf, Inc.		12/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Curaleaf DH, Inc.		
Street Address:	301 Edgewater Place, Suite 405		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97256611	PISTILGUARD	
Registration Number:	4742681	DARK HEART NURSERY	
CORRESPONDENCE DATA			
Fax Number:	6173506878		
<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:	16173506800		
Email:	trademarks@gesmer.com		
Correspondent Name:	Matthew E. Connors, Gesmer Updegrove LLP		
Address Line 1:	40 Broad Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	005957-000078		
NAME OF SUBMITTER:	Matthew E. Connors		
SIGNATURE:	/Matthew E. Connors/		
DATE SIGNED:	01/08/2024		
Total Attachments: 10			
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ASSIGNMENT AGREEMENT

(Grace & Co., Inc. - Security Interest)

THIS ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into this 19th day December 2023 (the “Effective Date”), by and between Curaleaf, Inc. (the “Assignor”), and Curaleaf DH, Inc., a Delaware corporation (the “Assignee”).

WHEREAS, the Assignor advanced \$1,845,171 to Grace & Co., Inc. (the “Borrower”) under that certain Promissory Note, dated September 7, 2022 (the “Note”). Subsequently the Note has been amended and restated. As security for the Note, and all amendments and restatements, the Borrower and Assignor entered into that certain Intellectual Property Security Agreement, dated September 7, 2022 (the “IP Security Agreement”), whereby the Borrower granted the Assignor a security interest in all of Borrower’s intellectual property, including without limitation all patents and trademarks listed therein (collectively the “Intellectual Property”). A copy of the IP Security Agreement is attached hereto as Exhibit A.

WHEREAS, the Assignor filed the IP Security Agreement with the United States Patent and Trademark Office on September 15, 2022 (the “IP Security Interest”).

WHEREAS, the Assignor and Assignee entered into that certain Assignment and Assumption Agreement, dated December 19, 2023 (“Assignment and Assumption Agreement”), whereby the Assignor assigned and transferred to Assignee the Note, all amendments thereto, the IP Security Agreement, the IP Security Interest, that certain Loan and Security Agreement, dated September 7, 2022, by and between the Assignor and the Borrower (the “Loan Agreement”), and all other Loan Documents (as defined in the Loan Agreement, as amended).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns to Assignee the IP Security Agreement, the IP Security Interest, all Intellectual Property, and all of Assignor’s right, title and interests in foregoing, including all goodwill and the right to recover for past infringement of the Intellectual Property (collectively the “Assigned Intellectual Property”). Assignee hereby accepts the assignment of the Assigned Intellectual Property. A list of the Intellectual Property is attached hereto as Exhibit B, and incorporated herein by reference.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the corresponding empowered officials or agencies of all other applicable jurisdictions to issue or transfer the Assigned Intellectual Property to Assignee, and record and register Assignee, in each case as assignee and owner of the entire right, title, and interest of the Assigned Intellectual Property as Assignee may direct.

3. Assignor hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Assignor hereby declares that it does sell, assign, transfer, and convey unto Assignee, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the Effective Date, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said rights before or after issuance.

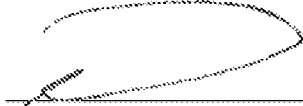
5. Assignor hereby covenants and agrees, without any further payment or compensation by Assignee or its successors and assigns, that it will communicate to the said Assignee, its successors, legal representatives and assigns, all pertinent facts, materials, and documents arising from or relating to the Assigned Intellectual Property as may be known and accessible to Assignor, including without limitation: (i) all files, documents and communications pertaining to the Assigned Intellectual Property, including, without limitation, all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Assigned Intellectual Property; and (ii) evidence for interference purposes or for other legal proceedings whenever requested, and Assignor will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all additional papers, instruments or affidavits required to apply for obtain, maintain and enforce said applications, and perform such lawful acts which may be necessary or desirable to carry out the purposes hereof. Assignor also agree to make all rightful oaths and generally do everything possible to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Assigned Intellectual Property in all applicable jurisdictions.

6. This Assignment may be executed in multiple counterparts (including via facsimile or electronic means including .pdf form), each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

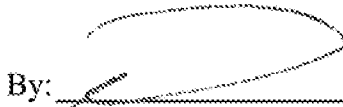
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IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment under seal as of the day and year first above written.

ASSIGNOR
Curaleaf, Inc.



Name: Matthew Darin
Its: President

ASSIGNEE
Curaleaf DH, Inc.

By: 
Name: Matthew Darin
Its: President

On this 18th day of December, 2023, the foregoing Assignment Agreement is acknowledged, agreed and consented to by the Borrower

BORROWER
Grace & Co., Inc.

By: 
Name: Daniel Grace
Its: President

(Remainder of the page is blank.)

EXHIBIT A

(IP Security Agreement)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Grace & Co., Inc.)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Agreement”), is entered into this 7th day of September, 2022, by GRACE & CO., INC. a California corporation (the “Borrower”), in favor of CURALEAF, INC., a Delaware corporation, including its assignee (the “Lender”).

RECITALS

As a condition precedent to advancing principal by the Lender to the Borrower under that certain \$1,845,171 Promissory Note, dated as of the date hereof, from Borrower in favor of the Lender (the “Note”), and that certain Loan and Security Agreement, dated as of the date hereof, by and between the Lender and Borrower (the “Loan Agreement”), Borrower has granted to Lender a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Loan Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Lender as follows:

1. Grant of Security. Borrower hereby grants to Lender a security interest in and to all of the right, title and interest of Borrower in, to and under Borrower’s Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively the “IP Collateral”):

(a) the patents, patent licenses, and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the “Trademarks”);

(c) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, injury to goodwill, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Patents, and the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Lender.

3. New Collateral. If, before the Obligations are irrevocably paid in full and the Loan Agreement terminated, Borrower shall obtain rights to any new Intellectual Property or IP Collateral, the provisions of this Agreement shall automatically apply thereto as if the same were identified on the Schedules hereto as of the date hereof, and Borrower shall give Lender written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending the Schedules hereto to include any future Intellectual Property or IP Collateral as contemplated by Sections 1 and 3 hereof and, at Lender's request, Borrower shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 3.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Intellectual Property, the IP Collateral, and Lender's security interests therein are as more fully set forth in the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the date first above written.

GRACE & CO. INC.

Daniel Grace

Name: Daniel Grace
Title: Chief Executive Officer

SCHEDULE 1

Patents

None.

SCHEDULE 2

Trademarks - US

TRADEMARK	REGISTRATION NO.	SERIAL NUMBER	REGISTRATION DATE
Dark Heart Nursery	4742681	86383462	May 26, 2015

Trademarks - California

TRADEMARK	REGISTRATION NO.	CLASS	RENEWAL DATE
Dark Heart Nursery	300549	31	March 29, 2023
Dark Heart Nursery	4742681		
Heart Logo	300550	31	March 29, 203

Trademark Applications

TRADEMARK	SERIAL NUMBER	FILING DATE
PISTILGUARD	97256611	FEBRUARY 7, 2022

EXHIBIT B

(List of Intellectual Property)

Trademarks - U.S. Patent and Trademark Office

TRADEMARK	REGISTRATION NO.	SERIAL NUMBER	REGISTRATION DATE
Dark Heart Nursery	4742681	86383462	May 26, 2015

Trademarks - California

TRADEMARK	REGISTRATION NO.	CLASS	REGISTRATION DATE	STATUS
Dark Heart Nursery	300549	31	February 1, 2018	Expired
Dark Heart Nursery	4742681			
Heart Logo	300550	31	February 1, 2018	Expired
Heart Logo	02029006	31	April 10, 2023	Active
Dark Heart Nursery	02029013	31	April 10, 2023	Active

Trademark Applications - USPTO

TRADEMARK	SERIAL NUMBER	FILING DATE
PISTILGUARD	97256611	FEBRUARY 7, 2022