

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM180138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CBD Industries, LLC		01/30/2024	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	Cavalry Fund I LP		
Street Address:	82 East Allendale Road, Suite 5B		
City:	Saddle River		
State/Country:	NEW JERSEY		
Postal Code:	07458		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	90632926	CBDMD	
Serial Number:	90885592	PAW CBD	
Serial Number:	90877791	START HERE. STAY STRONG	
Serial Number:	90877765	START HERE. STAY WELL	
Serial Number:	90877715	BRAND OF CHAMPIONS	
Serial Number:	90632896	CBDMD	
Serial Number:	88826706	SUPERIOR CBD. SUPERIOR YOU.	
Serial Number:	88010754	MINGO RAD	
Serial Number:	88575252	HEMPLEX NATURALS	
Serial Number:	88451595	CBDMD PREMIUM	
Serial Number:	88451556	CBDMD PREMIUM CBD OIL	
Serial Number:	88451502	CBDMD	
Serial Number:	88451429	CBDMD	
Serial Number:	88363595	POWERED BY NATURE. ENHANCED BY SCIENCE.	
Serial Number:	88109782	HEMP MD	
Serial Number:	88944504	CBDMD	
Serial Number:	88697605	PAW CBD	
Serial Number:	87625996	HEMP SYNERGY	
Serial Number:	87613876	CBD SYNERGY	

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Property Type	Number	Word Mark
Serial Number:	87613850	SYNERGY CBDMD
Serial Number:	87613823	CBDMD SYNERGY
Serial Number:	98209919	ATRX

CORRESPONDENCE DATA

Fax Number: 2124512222
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: (212)4512300
Email: MLGTrademarks@olshanlaw.com,mspina@olshanlaw.com
Correspondent Name: Ms. Mary L. Grieco
Address Line 1: Olshan Frome Wolosky LLP
Address Line 2: 1325 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	13944-003
NAME OF SUBMITTER:	MARY GRIECO LEE
SIGNATURE:	MARY GRIECO LEE
DATE SIGNED:	03/08/2024

Total Attachments: 6
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**GRANT OF SECURITY INTEREST
FOR TRADEMARKS**

THIS GRANT OF SECURITY INTEREST (this “**Grant**”), effective as of January 30, 2024, is executed by CBD Industries, LLC, a North Carolina limited liability company (“**Grantor**”), in favor of Cavalry Fund I LP, a Delaware limited partnership, a Delaware corporation (the “**Secured Party**”).

A. Pursuant to a Securities Purchase Agreement dated as of January 30, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) among Grantor, as a Subsidiary of Company (as those terms are defined in the Agreement) (the primary party to the Agreement) and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor has granted a security interest to the Secured Party as security for the Obligations (as that term is defined in the Agreement).

B. The Grantor has adopted, used, are using and/or are planning to use the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the “**Trademarks**”).

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and all causes of action which may exist by reason of infringement of any of the Trademarks (collectively, the “**Collateral**”), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, until all of the Obligations have been paid in full, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor’s expense, in obtaining and enforcing the Trademarks in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Grantor hereby irrevocably appoints the Secured Party as such Grantor’s attorney-in-fact, such appointment being coupled with an interest, to execute and file any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party’s security interest in the Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Agreement. In the event that any provisions of this Grant are deemed to conflict with the Agreement, the provisions of the Agreement shall govern.

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this instrument to be executed as of the day and year first above written.

GRANTOR

CBD INDUSTRIES, LLC

By:  _____
Name: 93559F1CB34742F Kennedy
Title: Interim CEO & CFO

SECURED PARTY

CAVALRY FUND I LP

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this instrument to be executed as of the day and year first above written.

GRANTOR

CBD INDUSTRIES, LLC

By: _____
Name:
Title:

SECURED PARTY

CAVALRY FUND LLP
T Walsh

By: _____
Name: Thomas Walsh
Title: Managing Member

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

COUNTRY	MARK	Registration or Application Number	Registration or Application Date	Owner
USA	CBDMD	90632926	Apr. 08, 2021	CBD Industries, LLC
USA	PAW CBD	90885592	Aug. 16, 2021	CBD Industries, LLC
USA	START HERE. STAY STRONG	90877791	Aug. 11, 2021	CBD Industries, LLC
USA	START HERE. STAY WELL	90877765	Aug. 11, 2021	CBD Industries, LLC
USA	BRAND OF CHAMPIONS	90877715	Aug. 11, 2021	CBD Industries, LLC
USA	CBDMD	90632896	Apr. 08, 2021	CBD Industries, LLC
USA	SUPERIOR CBD. SUPERIOR YOU.	88826706	Apr. 05, 2022	CBD Industries, LLC
USA	MINGO RAD	88010754	Jun. 22, 2018	CBD Industries, LLC
USA	HEMPLEX NATURALS	88575252	Aug. 12, 2019	CBD Industries, LLC
USA	CBDMD PREMIUM	88451595	May 29, 2019	CBD Industries, LLC

COUNTRY	MARK	Registration or Application Number	Registration or Application Date	Owner
USA	CBDMD PREMIUM CBD OIL	88451556	May 29, 2019	CBD Industries, LLC
USA	CBDMD	88451502	May 29, 2019	CBD Industries, LLC
USA	CBDMD	88451429	May 29, 2019	CBD Industries, LLC
USA	POWERED BY NATURE. ENHANCED BY SCIENCE.	88363595	Jul. 11, 2023	CBD Industries, LLC
USA	HEMP MD	88109782	Dec. 20, 2018	CBD Industries, LLC
USA	CBDMD	88944504	Jun. 02, 2020	CBD Industries, LLC
USA	PAW CBD	88697605	Nov. 19, 2019	CBD Industries, LLC
USA	HEMP SYNERGY	87625996	Dec. 20, 2018	CBD Industries, LLC
USA	CBD SYNERGY	87613876	Dec. 20, 2018	CBD Industries, LLC
USA	SYNERGY CBDMD	87613850	Dec. 20, 2018	CBD Industries, LLC
USA	CBDMD SYNERGY	87613823	Dec. 20, 2018	CBD Industries, LLC

COUNTRY	MARK	Registration or Application Number	Registration or Application Date	Owner
USA	ATRX	98209919	Oct. 04, 2023	CBD Industries, LLC