

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cresco Labs Inc.		01/22/2020	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	CCP Funding LLC		
Street Address:	34 E. 51st Street, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5888833	CRESCOLABS	
Registration Number:	5888834	CRESCOLABS	
Serial Number:	88477950	CRESCOLABS	
Serial Number:	88206960	CRESCO	
Serial Number:	88206996	CRESCO	
Registration Number:	5918330	CY+	
Registration Number:	5918331	CY+	
Serial Number:	88247344	MINDY'S ARTISANAL EDIBLES	
Serial Number:	88247317	MINDY'S ARTISANAL EDIBLES	
Serial Number:	88247364	MINDY'S EDIBLES	
Serial Number:	88286622	STATE OF RELIEF	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		

OP \$290.00 5888833

Address Line 2: IP Department
Address Line 4: Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER: 510858-1

NAME OF SUBMITTER: Jody L. Burtner

SIGNATURE: /Jody L. Burtner/

DATE SIGNED: 01/27/2020

Total Attachments: 5

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of January 22, 2020, by and from the grantor party hereto (the "Grantor"), to and in favor of CCP Funding LLC, a Delaware limited liability company (the "Collateral Agent").

WHEREAS, Cresco Labs Inc., a British Columbia corporation (the "Borrower") certain and the Collateral Agent have entered into that certain Senior Secured Term Loan Agreement dated as of January 22, 2020 (as amended or modified and in effect from time to time, the "Loan Agreement"), which Loan Agreement provides, subject to the terms and conditions thereof, for the making of loans.

WHEREAS, the Grantor has entered into a Guaranty dated as of January 22, 2020 (as amended, supplemented, extended, restated or otherwise modified from time to time) pursuant to which the Grantor has agreed, among other things, to guarantee the obligations of the Borrower under the Loan Agreement.

WHEREAS, the Grantor has granted security interests to the Collateral Agent under the Pledge and Security Agreement dated as of January 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Grantors as Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than inchoate indemnification obligations), the Collateral Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Collateral Agent a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor excluding any “intent to use” (or similar) trademark applications for which a “Statement of Use” or “Amendment to Allege Use” has not been filed with and accepted by the applicable filing office;

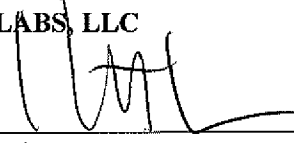
(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

3) Governing Law. This Confirmatory Grant, including the validity hereof and the rights and obligations of the parties hereunder, and all amendments and supplements hereof and all waivers and consents hereunder, shall be construed in accordance with and governed by the domestic substantive Laws of the STATE OF ILLINOIS without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the domestic substantive Laws of any other jurisdiction. The terms and provisions of Section 37 of the Security Agreement are hereby incorporated herein by reference, and shall apply to this Agreement mutatis mutandis as if fully set forth herein.

[Signature pages follow.]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

CRESCO LABS, LLC

By: 
Name: Ken Amann
Title: Chief Financial Officer

Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 006847 FRAME: 0719

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	App. Date	App. No.	Reg. Date	Reg. No.	Country
CRESCOLABS word mark	11/27/2018	88/206,876	10/22/2019	5,888,833	United States
CRESCOLABS stylized mark	11/27/2018	88/206,915	10/22/2019	5,888,834	United States
CRESCOLABS new stylized mark	6/18/2019	88/477,950			United States
CRESCO word mark	11/27/2018	88/206,960			United States
CRESCO word mark	5/14/2019	88/429,236			United States
CRESCO stylized mark	11/27/2018	88/206,996			United States
CRESCO new stylized mark	6/18/2019	88/477,663			United States
R stylized mark	12/4/2018	88/216,040			United States
R stylized mark	5/14/2019	88/429,288			United States
CY+ word mark	12/17/2018	88/231,821	11/26/2019	5,918,300	United States
CY+ stylized mark	12/17/2018	88/231,834	11/26/2019	5,918,331	United States
MINDY'S ARTISINAL EDIBLES stylized mark	1/2/2019	88/247,344			United States
MINDY'S ARTISINAL EDIBLES word mark	1/2/2019	88/247,317			United States
MINDY'S ARTISINAL EDIBLES word mark	6/18/2019	88/478,376			United States
MINDY'S EDIBLES word mark	1/2/2019	88/247,364			United States
MINDY'S KITCHEN word mark	6/18/2019	88/477,992			United States
STATE OF RELIEF word mark	2/1/2019	88/286,622			United States
RESERVE word mark	5/13/2019	88/429,150			United States
RESERVE new stylized mark	6/18/2019	88/477,721			United States
REMEDI word mark	5/13/2019	88/428,201			United States
REMEDI word mark	6/18/2019	88/477,766			United States

Mark	App. Date	App. No.	Reg. Date	Reg. No.	Country
REMEDI new stylized mark	7/2/2019	88/498,333			United States
TAKE OUT word mark	5/14/2019	88/429,557			United States
HIGH SUPPLY word mark	5/8/2019	88/421,896			United States
HIGH SUPPLY stylized mark	8/6/2019	88/568,840			United States
GOOD NEWS word mark	5/8/2019	88/421,910			United States
GOOD NEWS word mark	6/21/2019	88/484,228			United States
WONDER WELLNESS word mark	5/8/2019	88/421,886			United States
WONDER WELLNESS word mark	6/21/2019	88/484,206			United States
WONDER WELLNESS CO. stylized mark	8/6/2019	88/568,750			United States
SUNNYSIDE* stylized mark	6/27/2019	88/456,168			United States
SUNNYSIDE* stylized mark	8/6/2019	88/567,970			United States
SUNNYSIDE* word mark	7/3/2019	88/500,271			United States
SUNNYSIDE* word mark	5/24/2019	88/445,336			United States
* stylized	5/24/2019	88/445,003			United States
* stylized	7/3/2019	88/500,297			United States
CRESCO SUN LOGO stylized mark	6/18/2019	88/477,703			United States
CRESCO RESERVE stylized mark	6/24/2019	88/486,133			United States