

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570226

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Seed Leaf LLC		04/02/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acorn Holdings B.V.		
<b>Street Address:</b>	Piet Heinkade 55		
<b>City:</b>	Amsterdam		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	NL-1019 GM		
<b>Entity Type:</b>	Limited Liability Company: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	87715264	TRADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>			
<b>Phone:</b>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	One Manhattan West		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10001-8602		
<b>ATTORNEY DOCKET NUMBER:</b>	153780/110		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	One Manhattan West		
<b>Address Line 4:</b>	New York, NEW YORK 10001-8602		
<b>NAME OF SUBMITTER:</b>	Christine McLellan		
<b>SIGNATURE:</b>	/Christine McLellan/		
<b>DATE SIGNED:</b>	04/02/2020		

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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of April 2, 2020, is between SEED LEAF LLC, a Delaware limited liability company (the "Borrower") and ACORN HOLDINGS B.V., a limited liability company, incorporated under the Laws of the Netherlands (the "Lender").

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of April 2, 2020 (the "Closing Date"), between the Borrower and the Lender (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Loan and Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings assigned to such terms as set forth in the Loan and Security Agreement.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lender from time to time, the Borrower has executed and delivered the Loan and Security Agreement.

WHEREAS, under the terms of the Loan and Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, all Intellectual Property of the Borrower, and has agreed thereunder to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office ("USPTO") and/or any other appropriate domestic governmental authorities, as applicable.

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

**SECTION 1. Grant of Security.** The Borrower, in order to secure its Obligations, hereby pledges and grants to the Lender, and to secure the prompt and complete payment and performance of all Obligations, a continuing security interest in all of the Borrower's right, title and interest in and to all Intellectual Property and all proceeds thereof, whether now owned or existing or hereafter acquired or arising and regardless of where located, including the following (collectively, the "Collateral"):

(i) any and all trademarks (including service marks), trade names, service names, trade dress and trade styles, domain names and other source identifiers, and the goodwill of the business symbolized by the foregoing ("Trademarks"); and

(ii) any and all registrations and applications for registration for any of the foregoing in the USPTO including, without limitation, the registrations and applications for registration of U.S. Trademarks set forth in Schedule I (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals, reversions and reexaminations thereof; all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to the foregoing, including, without limitation, damages and payments for past and future infringements of the foregoing; and all rights and remedies against past, present and future infringement or other violation of the foregoing; and all rights corresponding to any of the foregoing throughout the world.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by the Borrower under this Trademark Security Agreement secures the payment of all Obligations.

**SECTION 3. Recordation.** The Borrower authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Release of Security Interest. At such time as all of the Obligations shall have been satisfied and paid in full, the Lender shall execute and deliver to the Borrower all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Lender's security interest in the Collateral.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by email or other electronic (including in “.pdf” or “.tif” format) means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Loan and Security Agreement. The Borrower does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

SECTION 7. Governing Law; Jurisdiction; Etc.

(a) Governing Law. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

(b) Jurisdiction. Each party to this Trademark Security Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or state court located in the borough of Manhattan in the City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Venue. Each party to this Trademark Security Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Trademark Security Agreement or the Loan and Security Agreement in any court referred to in Section 6(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

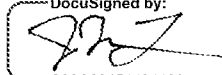
(d) Service of Process. Each party to this Trademark Security Agreement hereto irrevocably consents to service of process in the manner provided for notices in Section 8.01 of the Loan and Security Agreement. Nothing in this Trademark Security Agreement or the Loan and Security Agreement will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by law.

(e) **WAIVER OF JURY TRIAL.** EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE LOAN AND SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS **SECTION 6(e).**

[The remainder of this page has been intentionally left blank.]

**IN WITNESS WHEREOF**, the Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SEED LEAF LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Michael Lackman  
Title: Chief Executive Office

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006906 FRAME: 0827**

ACKNOWLEDGED AND ACCEPTED BY:

ACORN HOLDINGS B.V.,  
as Lender

By:



\_\_\_\_\_  
Name: Joachim Creus  
Title: Proxy Holder

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006906 FRAME: 0828**

**Schedule I**

Trademark Registrations and Applications

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Registrant</b>
TRADE	87715264	December 11, 2017	N/A	N/A	Seed Leaf LLC