

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACORN HOLDINGS B.V.		01/29/2021	Limited Liability Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	SEED LEAF INC. (formerly known as SEED LEAF LLC)		
Street Address:	268 Summer Street		
Internal Address:	6th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87715264	TRADE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	153780/110		
NAME OF SUBMITTER:	Christine McLellan		
SIGNATURE:	/Christine McLellan/		
DATE SIGNED:	02/01/2021		
Total Attachments: 5			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”), dated as of January 29, 2021, is between ACORN HOLDINGS B.V., a limited liability company incorporated under the Laws of the Netherlands (the “Lender”), in favor of SEED LEAF INC. (formerly known as SEED LEAF LLC), a Delaware corporation (the “Borrower”).

WHEREAS, the Borrower and the Lender are parties to (i) that certain Loan and Security Agreement, dated as of April 2, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan and Security Agreement”) and (ii) that certain Trademark Security Agreement, dated as of April 2, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Trademark 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 or the Trademark Security Agreement, as applicable; and

WHEREAS, pursuant to the Trademark Security Agreement, the Borrower, in order to secure its Obligations, pledged and granted to the Lender, 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 then owned or existing or thereafter acquired or arising and regardless of where located, including, without limitation, the Collateral (as defined therein) and the Trademarks referred to on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on April 2, 2020 at Reel/Frame 6906/0822; and

WHEREAS, the Lender now desires to terminate the Trademark Security Agreement and terminate and release the security interest in and to all of the Collateral;

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

Section 1. Release of Security Interest. The Lender hereby terminates the Trademark Security Agreement and hereby terminates, releases and discharges fully, without representation, warranty or recourse, its continuing security interest in all of the Borrower’s right, title and interest in and to all Intellectual Property and all proceeds thereof, whether then owned or existing or thereafter acquired or arising and regardless of where located, including, without limitation, the Collateral (as defined therein) and the Trademarks referred to on Schedule I hereto.

Section 2. Recordation. The parties authorize and request that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

Section 3. Counterparts. This Release 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 Release by email or other electronic (including in “.pdf” or “.tif” format) means shall be effective as delivery of a manually executed counterpart of this Release. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Release and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The term “Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record. Each of the parties represents and warrants to the other party that it has the corporate capacity and authority to execute this Release through electronic means and there are no restrictions for doing so in that party’s constitutive documents.

Section 4. Governing Law; Jurisdiction; Etc.

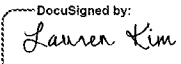
(a) Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

THE PROVISIONS OF SECTIONS 8.09(b), (c), (d) and 8.11 OF THE LOAN AND SECURITY AGREEMENT ARE HEREBY INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS, AS IF FULLY SET FORTH HEREIN.

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

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.


SEED LEAF INC.

By: 
Name: Lauren Kim
Title: Secretary and Treasurer

[Signature Page to Trademark Security Release]

TRADEMARK
REEL: 007175 FRAME: 0740

ACORN HOLDINGS B.V.

By: 
Name: Joachim Creus
Title: Proxy Holder

[Signature Page to Trademark Security Release]

Schedule I

Trademark Registrations and Applications

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Registrant
TRADE	87715264	December 11, 2017	N/A	N/A	Seed Leaf Inc. (f/k/a Seed Leaf LLC)