

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678706

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900636780		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRESKO LABS, LLC		08/12/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	CCP FUNDING LLC		
Street Address:	34 E. 51st Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	90735875	SUNNYSIDE	
Registration Number:	6240386	CONTINUUM	
Registration Number:	6240387	CONTINUUM	
Registration Number:	6240388		
Registration Number:	5067880	FLORACAL	
Registration Number:	5068751	FLORACAL FARMS	
Registration Number:	5068783	FLORACAL FARMS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Evan Everist		

SIGNATURE:	/Evan Everist/
DATE SIGNED:	10/04/2021
Total Attachments: 4 source=7. CCP-Cresco - Confirmatory Grant (US Trademarks) - Executed 08-12-2021-v1 (002)#page1.tif source=7. CCP-Cresco - Confirmatory Grant (US Trademarks) - Executed 08-12-2021-v1 (002)#page2.tif source=7. CCP-Cresco - Confirmatory Grant (US Trademarks) - Executed 08-12-2021-v1 (002)#page3.tif source=7. CCP-Cresco - Confirmatory Grant (US Trademarks) - Executed 08-12-2021-v1 (002)#page4.tif	

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of August 12, 2021, 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 August 12, 2021 (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 August 12, 2021 (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 August 12, 2021 (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;

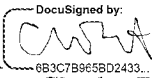
(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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 NEW YORK 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,
an Illinois limited liability company

By:  _____
Name: Charles Bachtell
Title: Chief Executive Officer

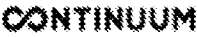

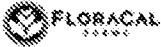

Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 007438 FRAME: 0167

**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
SUNNYSIDE	5/26/2021	90735875	N/A	N/A	United States
CONTINUUM word mark	1/30/2019	88282526	1/5/2021	6240386	United States
CONTINUUM and Design 	1/30/2019	88282532	1/5/2021	6240387	United States
Design only 	1/30/2019	88282538	1/5/2021	6240388	United States
FLORACAL word mark	3/17/2016	86943859	10/25/2016	5067880	United States
FLORACAL FARMS and Design 	4/19/2016	87006702	10/25/2016	5068751	United States
FLORACAL FARMS and Design 	5/2/2016	87021246	10/25/2016	5068783	United States