

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CannaRoyalty Corp.		09/24/2021	Corporation: CANADA
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: 2			
Property Type	Number	Word Mark	
Serial Number:	88367701	ORIGIN HOUSE	
Serial Number:	88367674	ORIGIN HOUSE	
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:	612.492.6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	510858-00003		
NAME OF SUBMITTER:	Jeffrey R Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	10/07/2021		
Total Attachments: 4			
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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 September 24, 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, LLC, an Illinois limited liability company (the "Borrower") 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 supplemented by that certain Supplement to Guaranty dated as of September 10, 2021 (as the same may be further amended, supplemented, extended, restated or otherwise modified from time to time, the "Guaranty") 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 Canadian Pledge and Security Agreement dated as of August 12, 2021, as supplemented by that certain Canadian Security Agreement Supplement dated as of September 10, 2021 (as the same may be further 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.

GRANTOR:

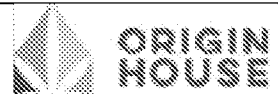
CANNAROYALTY CORP.

By: CSA
Name: Charles Bachtell
Title: Authorized Signatory

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
Origin House (wordmark)	4/2/2019	88367701			United States
 ORIGIN HOUSE	4/2/2019	88367674			United States