

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NuLeaf Naturals, LLC		12/21/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	ATB FINANCIAL		
Street Address:	600, 585 - 8 Avenue SW		
City:	Alberta		
State/Country:	CANADA		
Postal Code:	T2P 1G1		
Entity Type:	Provincial Crown Corporation: ALBERTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5472412	NULEAF NATURALS	
CORRESPONDENCE DATA			
Fax Number:			
<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) 295-8399		
Email:	eggabb@hollandhart.com		
Correspondent Name:	Elif Gabb		
Address Line 1:	P.O. Box 8749		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	112389.0002		
NAME OF SUBMITTER:	Elif Gabb		
SIGNATURE:	/Elif Gabb/		
DATE SIGNED:	03/29/2022		
Total Attachments: 6			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PATENTS), (TRADEMARKS)**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS), (TRADEMARKS)** (this "Agreement") is made as of December 21, 2021, between NuLeaf Naturals, LLC, a Colorado limited liability company, ("Grantor") in favor of ATB Financial (the "Lender"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement of dated October 15, 2021 (the "**Security Agreement**"), by and among HIGH TIDE USA INC., a Nevada corporation, SMOKE CARTEL USA INC., a New York corporation, FAB NUTRITION LLC, a Wisconsin limited liability company, VALIANT DISTRIBUTION INC., a Delaware corporation, DHC SUPPLY LLC, a District of Columbia limited liability company, and DS DISTRIBUTION INC., a Delaware corporation, as Debtors thereunder, and the Lender; and

WHEREAS, Grantor is a party to the Security Agreement pursuant to that certain Joinder Agreement by and between Grantor and Lender of even date herewith; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

Section 1. Grant of Security. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby grants to the Lender a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following:

(a) All United States, foreign and multinational patents, certifications of invention, and similar industrial property, design or rights and applications for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule 1 hereto, (ii) all reissues, divisions, continuations, continuations in part, extensions, renewals, and reexaminations thereof, (iii) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present or future infringements or other violations thereof, (iv) all rights to sue for past, present, and future infringements or other violations of any of the foregoing, (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vi) all rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Patents").

(b) All United States, foreign and multinational trademarks, service marks, trade names, trade dress, trade styles, corporate and company names, business and fictitious business and Internet domain names, certification marks, service marks, collective marks, logos and other source of business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to (i) all registrations and applications for the registration thereof referred to in Schedule 1 hereto, (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business associated with the use of and symbolized by any of the foregoing, (iv) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, dilutions or other violations thereof, (v) all rights to sue for past, present, and future infringements, dilutions or other violations of any

of the foregoing, and (vi) all rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “Trademarks”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (i) any right to use any Trademark, and (ii) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, without limitation, (A) all rights to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (B) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (C) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (D) any and all proceeds of the foregoing.

Section 2. Recordation. Grantor authorizes and request that the Commissioner of Patents and Trademarks, respectively, and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

Section 5. Forum Selection; Consent to Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE FEDERAL AND STATE COURTS OF THE STATE OF NEW YORK; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE GRANTORS AND LENDER EACH HEREBY EXPRESSLY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. THE GRANTORS HEREBY EXPRESSLY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 6. Waiver of Jury Trial. THE GRANTOR, AND LENDER EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 7. Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 11.12 of the Credit Agreement.


Section 8. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto 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 Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

GRANTOR:

NuLeaf Naturals, a Colorado limited liability company

By: 
Harkirat Grover (Dec 21, 2021 15:50 MST)

Name: Harkirat Grover

Title: CEO of High Tide USA, Inc.,
Managing Member of NuLeaf Naturals, LLC.

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS), (TRADEMARKS)

Material Registered IP

Registered Trademarks

Trademark	Country/Organization	Reg. No.	Reg. Date
NuLeafNaturals	U.S.	5472412	03/06/2018
NuLeafNaturals	WIPO	1 520 007	1/27/2020
NuLeafNaturals	Mexico	1 520 007	6/28/2021

Domain names

Name	Registrar	Registrant/Registrant Organization	Expiration Date
Nuleafnaturals.com	GoDaddy.com, LLC	Private	10/29/2024

Material Unregistered IP

Code

1. Code developed by VOLTAGE under a work-for-hire agreement and assigned to the Company pursuant to that Letter Agreement, dated October 6, 2021 (the "Voltage Letter Agreement").
2. Code, scripts, tools or other written or other materials prepared by NeuNet Consultants considered "works made for hire," which were assigned to the Company pursuant to that Letter Agreement, dated October 8, 2021 (the "NeuNet Letter Agreement")

Taglines

1. "Premium Cannabinoid Wellness"
2. "Elevate Health"