

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONNECTED INTERNATIONAL INC.		05/05/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC		
Street Address:	950 17TH STREET, SUITE 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	90124888	CONNECTED	
Serial Number:	90124897	CONNECTED	
Serial Number:	90124909	CONNECTED	
Serial Number:	90124918	CONNECTED	
Serial Number:	90129540	CONNECTED	
Serial Number:	90129548	CONNECTED	
Serial Number:	90129561	CONNECTED	
Serial Number:	90149482	CONNECTED	
Serial Number:	90171891	CONNECTED	
Serial Number:	90171910	CONNECTED	
Serial Number:	90171951	CONNECTED	
Serial Number:	90674448		
Serial Number:	90149115	ALIENLABS	
Serial Number:	90149124	ALIENLABS	
Serial Number:	90149209	ALIENLABS	
Serial Number:	90172060	ALIENLABS	
Serial Number:	90172137	ALIENLABS	
Serial Number:	90560292	NIGHTSHADE	
Serial Number:	90560300		

CH \$490.00 90124888

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 8584583000
Email: traversmorgan@paulhastings.com
Correspondent Name: Travers R. Morgan
Address Line 1: 4747 Executive Drive
Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Travers R. Morgan
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SIGNATURE:	/Travers R. Morgan/
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DATE SIGNED:	05/06/2022
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Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of May 5, 2022, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Acquiom Agency Services LLC, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of May 5, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Connected International Inc., a Delaware corporation ("Parent" and "Borrower"), certain subsidiaries of Parent as guarantors, and any other Person who becomes a guarantor thereunder, collectively, the "Credit Parties" and each individually, a "Credit Party") the lenders party thereto from time to time (the "Lenders") and Acquiom Agency Services LLC, as the Administrative Agent and Collateral Agent, the Lenders have made or severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of May 5, 2022, executed by the Grantors in favor of Acquiom Agency Services LLC, as the Collateral Agent (and it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to grant a security interest and lien in the Collateral of such Grantor to secure the Secured Obligations (as such term is defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to the Credit Parties under the Credit Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, 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, hereby grants to the Collateral Agent for the benefit of the Secured Parties, a present and continuing security interest in, lien and encumbrance on (a "Lien"), all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Annex A attached hereto excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any in which the grant of a security interest therein would impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications; provided that upon submission and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, such intent-to-use trademark application shall automatically be considered part of the Trademark Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(c) rights to sue for past, present, and future infringement or dilution thereof, and all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY EXCLUDED LAWS.**

Section 7. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Collateral Agent shall, at the reasonable written request and sole expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon the written request of the Credit Parties, Collateral Agent will, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

CONNECTED INTERNATIONAL INC.

By: 
Name: Sam Ghods
Title: Chief Executive Officer

GRANTOR:

2JC, LLC
By: Connected International Inc., as Manager

By: 
Name: Sam Ghods
Title: Chief Executive Officer

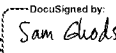
GRANTOR:

88TH STREET HOLDINGS, LLC
By: Connected International Inc., as Manager

By: 
Name: Sam Ghods
Title: Chief Executive Officer

GRANTOR:

BANDWAGON GROUP, LLC
By: Connected International Inc., as Manager

By: 
Name: Sam Ghods
Title: Chief Executive Officer

GRANTOR:

BANDWAGON PARTNERSHIP GROUP LLC
By: Connected 41, Inc., as Manager

By: 
Name: Sam Ghods
Title: Chief Executive Officer

GRANTOR:

CNCTD LLC
By: Connected International Inc., as Member

By: DocuSigned by:
Sam Ghods
53E2FF4BE1AA411
Name: Sam Ghods
Title: Chief Executive Officer

GRANTOR:

CONNECTED 41, INC.

By: DocuSigned by:
Sam Ghods
53E2FF4BE1AA411
Name: Sam Ghods
Title: Chief Executive Officer

GRANTOR:

CONNECTED ENTERPRISES, LLC
By: Connected International Inc., as Manager

By: DocuSigned by:
Sam Ghods
53E2FF4BE1AA411
Name: Sam Ghods
Title: Chief Executive Officer

GRANTOR:

CONNECTED FLORIDA INC.

By: DocuSigned by:
Sam Ghods
53E2FF4BE1AA411
Name: Sam Ghods
Title: Chief Executive Officer

GRANTOR:

CONNECTED MANAGEMENT, LLC
By: Connected International Inc., as Manager

By: DocuSigned by:
Sam Ghods
53E2FF4BE1AA411
Name: Sam Ghods
Title: Chief Executive Officer

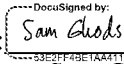
GRANTOR:

CONNECTED MERCED LLC
By: Connected International Inc., as Manager

By: DocuSigned by:
Sam Ghods
53E2FF4BE1AA411
Name: Sam Ghods
Title: Chief Executive Officer

GRANTOR:

CONNECTED MICHIGAN INC.

By: 
Name: Sam Ghods
Title: Chief Executive Officer

GRANTOR:

CONNECTED MICHIGAN PROPERTIES INC.

By: 
Name: Sam Ghods
Title: Chief Executive Officer

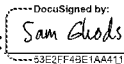
GRANTOR:

CONNECTED NEVADA INC.

By: 
Name: Sam Ghods
Title: Chief Executive Officer

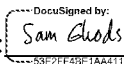
GRANTOR:

PLAYA HERMOSA LLC
By: Connected International Inc., as Manager

By: 
Name: Sam Ghods
Title: Chief Executive Officer

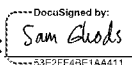
GRANTOR:

SACRAMENTO APPLIED BUSINESS DYNAMICS

By: 
Name: Sam Ghods
Title: Authorized Representative

GRANTOR:

TRIPLE C HOLDING COMPANY, LLC
By: Connected 41, Inc., as Manager

By: 
Name: Sam Ghods
Title: Chief Executive Officer

GRANTOR:

YOLO MANAGEMENT INC.

By:  _____
Name: Sam Ghods
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:









ACQUIOM AGENCY SERVICES LLC,
as Collateral Agent

By: Veronica Colón
Name: Veronica Colón
Title: Senior Director

[Signature Page to Trademark Security Agreement]


Annex A

See Attached

Owner	TRADEMARK	TRADEMARK OFFICE	HEARING DATE	SERIAL NO./REG. NO.	STATUS
Connected International Inc.	CONNECTED	FEDERAL	19-Aug-20	90124888	Pending - Notice of Allowance issued.
Connected International Inc.	CONNECTED	FEDERAL	19-Aug-20	90124897	Pending - Notice of Allowance issued.
Connected International Inc.	CONNECTED	FEDERAL	19-Aug-20	90124909	Pending
Connected International Inc.	CONNECTED	FEDERAL	19-Aug-20	90124918	Pending - Notice of Allowance issued.
Connected International Inc.		FEDERAL	21-Aug-20	90129540	Pending - Notice of Allowance issued.
Connected International Inc.		FEDERAL	21-Aug-20	90129548	Pending - Notice of Allowance issued.
Connected International Inc.		FEDERAL	21-Aug-20	90129561	Pending - Notice of Allowance issued on April 6, 2021.
Connected International Inc.		FEDERAL	31-Aug-20	Serial No. 90149482 and Reg. No. 6315273	Registered
Connected International Inc.		FEDERAL	10-Sep-20	90171891	Pending - Notice of Allowance issued.
Connected International Inc.		FEDERAL	10-Sep-20	90171910	Pending
Connected International Inc.		FEDERAL	10-Sep-20	90171951	Pending - Notice of Allowance issued.
Connected International Inc.		FEDERAL	27-Apr-21	90674448	Pending - Notice of Allowance issued.
Connected International Inc.	ALIENLABS	FEDERAL	31-Aug-20	90149115	Pending
Connected International Inc.	ALIENLABS	FEDERAL	31-Aug-20	90149124	Pending
Connected International Inc.	ALIENLABS	FEDERAL	31-Aug-20	Serial No. 90149209 and Reg. No. 6315271	Registered
Connected International Inc.	ALIENLABS	FEDERAL	31-Aug-20	Serial No. 90172060 and Reg. No. 6315464	Registered
Connected International Inc.	ALIENLABS	FEDERAL	10-Sep-20	Serial No. 90172137 and Reg. No. 6315466	Registered
Connected International Inc.	NIGHTSHADE (word mark)	FEDERAL	4-Mar-21	90560292	Pending - Notice of Allowance issued.
Connected International Inc.	NIGHTSHADE (Serpentine logo)	FEDERAL	4-Mar-21	90560300	Pending - Notice of Allowance issued.

TRADEMARK	TRADEMARK OFFICE	FILING DATE	SERIAL NO./REG. NO.	Owner	STATUS
ALIENLABS	ARIZONA STATE	13-Nov-20	9188725	Connected International Inc.	Registered
AREA 41	ARIZONA STATE	28-Dec-20	9195173	Connected International Inc.	Registered
ATOMIC APPLE	ARIZONA STATE	8-Jul-21	9231537	Connected International Inc.	Registered
BAKLAVA	ARIZONA STATE	28-Dec-20	9195169	Connected International Inc.	Registered
BISCOTTI	ARIZONA STATE	13-Nov-20	9188732	Connected International Inc.	Registered
BISCOTTI X GUSHERS	ARIZONA STATE	7-Dec-20	9192156	Connected International Inc.	Registered
CONNECTED	ARIZONA STATE	13-Nov-20	9188708	Connected International Inc.	Registered
GELONADE	ARIZONA STATE	13-Nov-20	9188789	Connected International Inc.	Registered
GUSHERS	ARIZONA STATE	13-Nov-20	9188791	Connected International Inc.	Registered
KRYPTOCHRONIC	ARIZONA STATE	8-Jul-21	9231541	Connected International Inc.	Registered
MELONADE	ARIZONA STATE	28-Dec-20	9195178	Connected International Inc.	Registered
NIGHTSHADE	ARIZONA STATE	25-Mar-22	9272154	Connected International Inc.	Registered
SHERBACIO	ARIZONA STATE	13-Nov-20	9188731	Connected International Inc.	Registered
SUGAR CONE	ARIZONA STATE	7-Dec-20	9192149	Connected International Inc.	Registered

Owner	TRADEMARK	TRADEMARK OFFICE	FILING DATE	SERIAL NO./REG. NO.	STATUS
Connected Management, LLC	#DESIGNERWEED (stylized)	CALIFORNIA STATE	1-May-18	302706	Registered
Connected International Inc.	ALIEN MINTS	CALIFORNIA STATE	31-Mar-21	2011459	Registered
Connected International Inc.	ALIENLABS	CALIFORNIA STATE	10-Sep-20	2006749	Registered
Connected International Inc.	ANIMAL STYLE	CALIFORNIA STATE	11-Nov-20	2007981	Registered
Connected International Inc.	AREA 41	CALIFORNIA STATE	11-Nov-20	2007977	Registered
Connected International Inc.	ATOMIC APPLE	CALIFORNIA STATE	31-Mar-21	2011460	Registered
Connected Management, LLC	BACIO GELATO(stylized)	CALIFORNIA STATE	17-Aug-18	303902	Registered
Connected Management, LLC	BAKLAVA	CALIFORNIA STATE	17-Sep-18	304340	Registered
Connected Management, LLC	BISCOTTI (Stylized)	CALIFORNIA STATE	16-Aug-18	303903	Registered
Connected Management, LLC	BISCOTTI CANNABIS CO. (Stylized)	CALIFORNIA STATE	21-Feb-18	301286	Registered
Connected Management, LLC	BISCOTTI PERFUME (Stylized)	CALIFORNIA STATE	9-Feb-18	300695	Registered
Connected International Inc.	BISCOTTI X GUSHERS	CALIFORNIA STATE	11-Nov-20	2007982	Refused Registration
Connected Management, LLC	CONNECTED	CALIFORNIA STATE	19-Aug-20	2006477	Registered
Connected Management, LLC	CONNECTED CANNABIS CO. (Stylized)	CALIFORNIA STATE	21-Feb-18	301273	Registered
Connected Management, LLC	CONNECTED CANNABIS CO. (Stylized)	CALIFORNIA STATE	21-Feb-18	301275	Registered
Connected Management, LLC	CONNECTED CLONES (Stylized)	CALIFORNIA STATE	21-Feb-18	301272	Registered
Connected Management, LLC	CONNECTED CONCENTRATES (Stylized)	CALIFORNIA STATE	21-Feb-18	301278	Registered
Connected Management, LLC	CONNECTED DISTRIBUTION (Stylized)	CALIFORNIA STATE	21-Feb-18	301265	Registered
Connected Management, LLC	CONNECTED DISTRIBUTION (Stylized)	CALIFORNIA STATE	21-Feb-18	301270	Registered
Connected Management, LLC	CONNECTED NURSERY (Stylized)	CALIFORNIA STATE	21-Feb-18	301287	Registered
Connected Management, LLC	CONNECTED NURSERY (Stylized)	CALIFORNIA STATE	21-Feb-18	301289	Registered
Connected Management, LLC	CONNECTED SEED BANK (Stylized)	CALIFORNIA STATE	8-Feb-18	300110	Registered
Connected International Inc.	CREME DE MENTHE	CALIFORNIA STATE	31-Mar-21	2011461	Registered
Connected Management, LLC	GELONADE	CALIFORNIA STATE	17-Sep-18	304338	Registered
Connected Management, LLC	GUSHERS	CALIFORNIA STATE	17-Sep-18	304339	Registered
Connected International Inc.	KRYPTOCHRONIC	CALIFORNIA STATE	13-Nov-20	2008009	Registered
Connected Management, LLC	LEMON FUEL OG	CALIFORNIA STATE	17-Sep-18	304341	Registered
Connected International Inc.	MELONADE	CALIFORNIA STATE	11-Nov-20	2007983	Registered
Connected International Inc.	MIR SANDMAN	CALIFORNIA STATE	11-Nov-20	2007973	Registered
Connected International Inc.	NIGHTSHADE (Word mark)	CALIFORNIA STATE	2-Jun-21	2013705	Registered

Connected International Inc.	NIGHTSHADE (Serpentine logo) 	CALIFORNIA STATE	2-Jun-21	2013704	Registered
Connected International Inc.	SHERBACIO	CALIFORNIA STATE	11-Nov-20	2007976	Registered
Connected International Inc.	SLOW LANE	CALIFORNIA STATE	20-Apr-21	20111953	Registered
Connected International Inc.	SUGAR CONE	CALIFORNIA STATE	11-Nov-20	2007979	Registered
Connected International Inc.	THE CHEMIST	CALIFORNIA STATE	13-Nov-20	20080888	Registered
Connected International Inc.	XENO	CALIFORNIA STATE	11-Nov-20	2007980	Registered

TRADEMARK

REEL: 007714 FRAME: 0648

RECORDED: 05/06/2022