

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729918

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STARSEED HOLDINGS INC.		04/28/2022	federal corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	2437653 Ontario Inc.		
<b>Street Address:</b>	1315 North Service Road East		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	Oakville, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L6H 1A7		
<b>Entity Type:</b>	Ontario corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88817127	STARSEED MEDICINAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	704-331-1000		
<b>Email:</b>	eaa-ptotmcorrespondence@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202-4003		
<b>ATTORNEY DOCKET NUMBER:</b>	048597-002		
<b>NAME OF SUBMITTER:</b>	Ellen A. Andelman		
<b>SIGNATURE:</b>	/ellenaandelman/		
<b>DATE SIGNED:</b>	05/24/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK COLLATERAL AGREEMENT

This Trademark Collateral Agreement is dated as of the 28th day of April, 2022.

### WHEREAS:

- A. STARSEED HOLDINGS INC., a Canadian federal corporation (“*Debtor*”) with its mailing address at 276 Queen Street West, Suite 200, Toronto ON M5V 2A1 and 2437653 Ontario Inc., an investment vehicle for the LiUNA Pension Fund of Central and Eastern Canada (the “*Lender*”) with its mailing address at 1315 North Service Road East 6th Floor, Oakville, ON L6H 1A7, are party to a credit agreement dated as of September 30, 2020 (as amended, supplemented, restated or replaced from time to time, the “*Credit Agreement*”) between Entourage Brands Corp., successor by name change to WeedMD RX Inc. (the “*Borrower*”), as borrower, certain affiliates of the Borrower as guarantors and the Lender, as lender.
- B. The Borrower, Debtor and its affiliates acting as guarantors, as required under the Credit Agreement, have entered into a General Security Agreement dated as of September 30, 2020 (as amended, supplemented, restated or replaced from time to time, the “*Security Agreement*”) in favour of the Lender.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby pledges to, assigns, mortgages and grants to the Lender for the benefit of itself from time to time a continuing security interest in any and all trademarks now owned or acquired in the future, including without limitation:

- (a) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
- (b) all proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Liabilities of Debtor and certain affiliates of Debtor as set out in the Security Agreement.

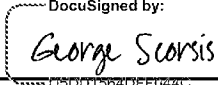
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent

to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**IN WITNESS WHEREOF**, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

**STARSEED HOLDINGS INC.**

By:   
Name: George Scorsis  
Title: President

Further signature page follows.

Accepted and agreed to as of the date and year last above written.

**2437653 ONTARIO INC., AS LENDER**



By: x \_\_\_\_\_  
Name: Joseph Mancinelli  
Title: President

By: \_\_\_\_\_  
Name: David D'Agostini  
Title: Secretary - Treasurer

Accepted and agreed to as of the date and year last above written.

2437653 ONTARIO INC., AS LENDER

By: \_\_\_\_\_  
Name: Joseph Mancinelli  
Title: President

By: x  \_\_\_\_\_  
Name: David D'Agostini  
Title: Secretary - Treasurer

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

File #	Trademark	Serial No.	Registration No.	Status / Comments
581360-46	STARSEED MEDICINAL	88817127		Filed March 2, 2020 Priority Date: August 29, 2019 <b>Suspended pending registration of CA No. 1983023.</b>

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