

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766546

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Confirmatory Grant of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cresco Labs, LLC		11/08/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	CCP Funding LLC		
Street Address:	34 E. 51st Street		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	5888833	CRESCOLABS	
Registration Number:	5888834	CRESCOLABS	
Registration Number:	6016327	CRESCO	
Registration Number:	6010925	CRESCO	
Registration Number:	6086505	R	
Registration Number:	5918330	CY+	
Registration Number:	5918331	CY+	
Registration Number:	6065632	HIGH SUPPLY	
Registration Number:	6108963	SUNNYSIDE*	
Registration Number:	6088684	CRESCOLABS	
Registration Number:	6260107	CRESCO	
Registration Number:	6181090	CRESCO RESERVE	
Registration Number:	6076535	HIGH SUPPLY	
Registration Number:	6667189	R	
Registration Number:	6316300	*	
Registration Number:	6667219	*	
Registration Number:	6727099	SUNNYSIDE	
Registration Number:	5068783	FLORACAL FARMS	

OP \$765.00 5888833

Property Type	Number	Word Mark
Registration Number:	5068751	FLORACAL FARMS
Registration Number:	5067880	FLORACAL
Registration Number:	6240387	CONTINUUM
Registration Number:	6240388	
Registration Number:	6240386	CONTINUUM
Serial Number:	88367701	ORIGIN HOUSE
Serial Number:	90735875	SUNNYSIDE
Serial Number:	97051323	CRESCO
Serial Number:	97129755	CRESCO
Serial Number:	97155546	
Serial Number:	97155555	CRESCO
Serial Number:	97173902	

CORRESPONDENCE DATA

Fax Number: 3036293450

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: 303-629-3400

Email: burtner.jody@dorsey.com

Correspondent Name: Dorsey & Whitney LLP

Address Line 1: 1400 Wewatta Street, Suite 400

Address Line 4: Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER: 510858-3

NAME OF SUBMITTER: Jody L. Burtner, Senior Paralegal

SIGNATURE: /Jody L. Burtner/

DATE SIGNED: 11/08/2022

Total Attachments: 5

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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 November 8, 2022, 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, the Grantor and the Collateral Agent have entered into that certain Senior Secured Term Loan Agreement dated as of August 12, 2021 (the “Closing Date”) (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 granted security interests to the Collateral Agent under the Pledge and Security Agreement dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to Collateral Agent, a Confirmatory Grant of Security Interest in Trademarks, which was recorded with the United States Patent and Trademark Office on August 13, 2021, at Reel 7438, Frame 0163 (the “Existing Confirmatory Grant”);

WHEREAS, in addition to the trademarks described in the Existing Confirmatory Grant, the Grantor owns the trademarks and trademark applications (the “Trademarks”) listed on Exhibit A attached hereto, which are registered or applied for with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Collateral Agent, this Confirmatory Grant of Security Interest in Trademarks; and

WHEREAS, this Confirmatory Grant of Security Interest in Trademarks supplements and does not replace the Existing Confirmatory Grant;

WHEREAS, the Existing Confirmatory Grant and this Confirmatory Grant have 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 Confirmatory Grant 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

DocuSigned by:

By:  _____
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Name: Dennis Olis

Title: Chief Financial Officer

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	Class	Date of Filing	Serial Number	Registration Number	Registration Date
CRESCOLABS word mark	41, 44	11/27/2018	88/206,876	5,888,833	10/22/2019
CRESCOLABS stylized mark	41, 44	11/27/2018	88/206,915	5,888,834	10/22/2019
CRESCO word mark	41, 44	11/27/2018	88/206,960	6,016,327	3/24/2020
CRESCO stylized mark	41, 44	11/27/2018	88/206,996	6,010,925	3/17/2020
R stylized mark	41, 44	12/4/2018	88/216,040	6,086,505	6/23/2020
CY+ word mark	44	12/17/2018	88/231,821	5,918,330	11/26/2019
CY+ stylized mark	44	12/17/2018	88/231,834	5,918,331	11/26/2019
STATE OF RELIEF word mark	35	2/1/2019	88/286,622	5,952,287	1/7/2020
HIGH SUPPLY word mark	25	5/8/2019	88/421,896	6,065,632	5/26/2020
SUNNYSIDE* word mark	41, 44	5/24/2019	88/445,336	6,108,963	7/21/2020
CRESCOLABS new stylized mark	41, 44	6/18/2019	88/477,950	6,088,684	6/30/2020
CRESCO new stylized mark	41,44	6/18/2019	88/978,838	6,260,107	2/2/2021
CRESCO RESERVE stylized mark	25	6/24/2019	88/486,133	6,181,090	10/20/2020
HIGH SUPPLY stylized mark	25	8/6/2019	88/568,840	6,076,535	6/9/2020
RESERVE word mark	5	5/13/2019	88/429,150		
REMEDI word mark	5	5/13/2019	88/428,201		
R stylized mark	5	5/14/2019	88/429,288	6,667,189	3/8/2022
* stylized	41, 44	5/24/2019	88/445003	6,316,300	4/6/2021
CRESCO SUN LOGO stylized mark	5	6/18/2019	88/477,703		
RESERVE new stylized mark	5,	6/18/2019	88/477,721		
REMEDI new stylized mark	5, 25	7/2/2019	88/498,333		
REMEDI word mark	5	6/18/2019	88/477,766		
SUNNYSIDE* word mark	25	7/3/2019	88/500,271		
* stylized	25	7/3/2019	88/500,297	6,667,219	3/8/2022

Mark	Class	Date of Filing	Serial Number	Registration Number	Registration Date
SUNNYSIDE new stylized mark	41, 44	8/6/2019	88/979,971	6,727,099	5/24/2022
SUNNYSIDE* stylized mark	18, 25	8/6/2019	88/567,970		
FLORACAL FARMS stylized mark	16	5/2/2016	87021246	5,068,783	10/25/2016
FLORACAL FARMS stylized mark	34	4/19/2016	87006702	5,068,751	10/25/2016
FLORACAL word mark	25	3/17/2016	86943859	5,067,880	10/25/2016
CONTINUUM stylized mark	35, 39	1/30/2019	88282532	6,240,387	1/5/2021
CONTINUUM LOGO stylized mark	35, 39	1/30/2019	88282538	6,240,388	1/5/2021
CONTINUUM word mark	35, 39	1/30/2019	88282526	6,240,386	1/5/2021
ORIGIN HOUSE word mark	35,36,45	4/2/2019	88/367,701		
ORIGIN HOUSE stylized	35,36,45	4/2/2019	88/367,674		
Asterisk Logo over Sunnyside stylized mark	21	5/26/2021	90/735,875		
CRESCO stylized	3	9/29/2021	97/051,323		
CRESCO word mark	3	11/17/2021	97/129,755		
CRESCO SUN logo	18, 21, 25	12/3/2021	97/155,546		
CRESCO word mark	18, 21, 25	12/3/2021	97/155,555		
FLORACAL logo	25	12/15/2021	97/173,902		