

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI14257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CSAC Holdings Inc.		02/07/2024	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Odyssey Trust Company		
<b>Street Address:</b>	323-409 Granville Street		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6C 1T2		
<b>Entity Type:</b>	Other: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6779246	AYR	
<b>Registration Number:</b>	6987369	AYR	
<b>Registration Number:</b>	6812082	AYR	
<b>Registration Number:</b>	6987371	AYR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(212)318-6000		
<b>Email:</b>	yoosonlee@paulhastings.com		
<b>Correspondent Name:</b>	Yooson Sandy Lee		
<b>Address Line 1:</b>	Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Mitchell Garrett		
<b>SIGNATURE:</b>	Mitchell Garrett		
<b>DATE SIGNED:</b>	02/08/2024		
<b>Total Attachments: 5</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 7, 2024 (this “Agreement”), by CSAC Holdings Inc., a Nevada corporation (the “Grantor”), in favor of ODYSSEY TRUST COMPANY, in its capacity as Indenture Trustee for the benefit of the Holders pursuant to the Indenture (as hereinafter defined), as pledgee, assignee, collateral agent and secured party (in such capacity, “Collateral Trustee”). Capitalized terms used herein without definition shall have the meaning set forth in the Security Agreement (as hereinafter defined).

Reference is made to that certain Amended and Restated U.S. Pledge and Security Agreement, dated as of the date hereof (amending that certain Pledge Agreement, dated as of December 10, 2020 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Trustee. Ayr Wellness Canada Holdings Inc. has duly authorized the issuance of the 2026 Exchanged Notes in exchange for the 2024 Notes and the Additional 2026 Notes to certain noteholders pursuant to that certain Amended and Restated Trust Indenture dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”). Consistent with the requirements set forth in Sections 13.3 and 13.4 of the Indenture and Section 4.02 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Trustee, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

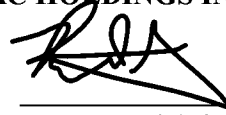
SECTION 3. **Security Agreement.** The security interests granted to the Collateral Trustee herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Trustee pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

**CSAC HOLDINGS INC.**



By: \_\_\_\_\_

Name: Brad Asher

Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008340 FRAME: 0810**

**ODYSSEY TRUST COMPANY,**  
in its capacity as the Collateral Trustee

*D. Sander*

By: \_\_\_\_\_

Name: Dan Sander

Title: President, Corporate Trust

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008340 FRAME: 0811**

**SCHEDULE I**

**UNITED STATES TRADEMARKS APPLICATIONS AND REGISTRATIONS:**

<b>Grantor</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
CSAC Holdings Inc.	AYR	U.S.	90779552	6/17/2021	6779246	7/5/2022	Registered
CSAC Holdings Inc.	AYR	U.S.	90779555	6/17/2021	6987369	2/21/2023	Registered
CSAC Holdings Inc.	AYR	U.S.	90779562	6/17/2021	6812082	8/9/2022	Registered
CSAC Holdings Inc.	AYR	U.S.	90779565	6/17/2021	6987371	2/21/2023	Registered

**SCHEDULE II**

**UNITED STATES PATENTS AND PATENT APPLICATIONS:**

<b>Grantor</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No</b>	<b>Issue Date</b>	<b>Status</b>
CSAC Holdings Inc.	CHILD RESISTANCE TRIANGLE CONTAINER	U.S.	29/856,597	10/14/2022	D996,918	8/29/2023	Granted

**SCHEDULE III**

**UNITED STATES COPYRIGHTS**

None.