

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MM Enterprises USA, LLC		04/23/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Gotham Green Admin 1, LLC		
Street Address:	1437 4th Street, Suite 200		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88141948	CANNABIS	
Registration Number:	5612033	MEDMEN	
Registration Number:	5301059	MEDMEN	
Registration Number:	5301058	MEDMEN	
Registration Number:	5301056	MEDMEN	
Registration Number:	5301055	MEDMEN	
Registration Number:	4916626	MEDMEN	
Registration Number:	5301054	MYMEDMEN	
Registration Number:	4788802	MEDMEN	
Registration Number:	4825297	M	
Registration Number:	5333804		
Registration Number:	5333805		
Registration Number:	5616303	EMBER	
Registration Number:	5421419		
CORRESPONDENCE DATA			
Fax Number:	2485668523		
<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:	(248) 566-8522		

CH \$365.00 88141948

Email: jlyons@honigman.com
Correspondent Name: Thomas J. Appledorn
Address Line 1: 39400 Woodward Avenue, Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER: 265469-447399

NAME OF SUBMITTER: Thomas J. Appledorn

SIGNATURE: /Thomas J. Appledorn/

DATE SIGNED: 04/25/2019

Total Attachments: 4

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THIS TRADEMARK SECURITY AGREEMENT, dated as of April 23, 2019, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of GOTHAM GREEN ADMIN 1, LLC (“**Gotham Green**”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Purchasers and the other Purchasers.

WITNESSETH:

WHEREAS, MEDMEN ENTERPRISES INC., a corporation incorporated under the laws of the Province of British Columbia (the “**Company**”), MM CAN USA, INC., a California corporation (“**Holdings**,” and together with the Company, the “**Initial Borrowers**”, and each is an “**Initial Borrower**”), each other Credit Party party thereto, Gotham Green Fund 1, L.P. (“**GG1**”), Gotham Green Fund 1 (Q), L.P. (“**GG1Q**”), Gotham Green Fund II, L.P. (“**GGII**”), Gotham Green Fund II (Q), L.P. (“**GGIIQ**”), Gotham Green Partners SPV IV, L.P. (“**GGSPV**”) (GG1, GG1Q, GGII, GGIIQ and GGSPV, together with their successors and assigns as permitted under the Purchase Agreement, collectively, the “**Purchasers**”, and each is a “**Purchaser**”), have entered into a Securities Purchase Agreement dated as of April 23, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”);

WHEREAS, in connection with the Purchase Agreement, the Credit Parties (other than the Company and the Additional Grantor) have entered into the Guaranty and Security Agreement, dated as of April 23, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”) in favor of the Collateral Agent, for the benefit of the Purchasers, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Collateral Agent to enter into the Purchase Agreement and to induce the Purchasers to make their respective extensions of credit to the Borrowers thereunder, 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 Guaranty and Security Agreement or the Purchase Agreement, as applicable.

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 of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Purchasers, and grants to the Collateral Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Property) of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks registered or applied for in the United States providing for the grant by or to such Grantor of any right under any Trademark registered or applied for in the United States, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty 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 in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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 its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), 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 TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICT OF LAW PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, mutatis mutandis.

[SIGNATURE PAGES FOLLOW]

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

MM ENTERPRISES USA, LLC, as Grantor







By: MM CAN USA, Inc.,
its Manager

By: 

Name: Adam Bierman
Its: CEO

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Mark	Owner Name	File Date	Registration #	Registration Date	Expiration Date
CANNABIS	MM Enterprises USA, LLC DBA MEDMEN	January 24, 2019	N/A	N/A	N/A
MEDMEN	MM Enterprises USA, LLC	June 14, 2018	5612033	November 20, 2018	November 20, 2028
MEDMEN	MM Enterprises USA, LLC	March 13, 2017	5301059	October 3, 2017	October 3, 2027
MEDMEN	MM Enterprises USA, LLC	March 13, 2017	5301058	October 3, 2017	October 3, 2027
MEDMEN	MM Enterprises USA, LLC	March 13, 2017	5301056	October 3, 2017	October 3, 2027
MEDMEN	MM Enterprises USA, LLC	March 13, 2017	5301055	October 3, 2017	October 3, 2027
MEDMEN	MM Enterprises USA, LLC	August 13, 2014	4916626	March 15, 2016	March 15, 2026
MYMEDMEN	MM Enterprises USA, LLC	March 13, 2017	5301054	October 3, 2017	October 3, 2027
	MM Enterprises USA, LLC	August 13, 2014	4788802	August 11, 2015	August 11, 2025
	MM Enterprises USA, LLC	September 17, 2014	4825297	October 6, 2015	October 6, 2025
	MM Enterprises USA, LLC	March 13, 2017	5333804	November 14, 2017	November 14, 2027
	MM Enterprises USA, LLC	March 13, 2017	5333805	November 14, 2017	November 14, 2027
	MM Enterprises USA, LLC, DBA EMBER	April 6, 2018	5616303	November 27, 2018	November 27, 2028
	MM Enterprises USA, LLC	February 8, 2017	5421419	March 13, 2018	March 13, 2028