# :H \$140.00 87912

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM555653

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sublime Machining Inc.		12/04/2019	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Cresco Capital Partners II, LLC
Street Address:	330 SW 2nd Street
Internal Address:	Building 111
City:	Ft. Lauderdale
State/Country:	FLORIDA
Postal Code:	33312
Entity Type:	Limited Liability Company: DELAWARE
Name:	Demeter Capital Group II LP
Street Address:	130 Frederick St.
Internal Address:	#102
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94117
Entity Type:	Limited Partnership: DELAWARE

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	87912228	DOSIES MIRACLE MINTS
Serial Number:	87439173	FUZZIES
Serial Number:	87744695	SUBLIME
Serial Number:	87368679	SUBLIME
Serial Number:	87439179	THE SNEAKER

### **CORRESPONDENCE DATA**

**Fax Number:** 4159544480

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:** 415-954-4903

Email: trademarks@fbm.com

TRADEMARK REEL: 006829 FRAME: 0771

900529335

Correspondent Name:Jeffrey Hamilton, Farella Braun + MartelAddress Line 1:235 Montgomery Street, 17th FloorAddress Line 4:San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	38175 Sublimation Agt
NAME OF SUBMITTER:	Jeffrey Hamilton
SIGNATURE:	/jeffrey hamilton/
DATE SIGNED:	01/02/2020

### **Total Attachments: 14**

source=Sublimation - IP Security Agreement for TM recordation#page1.tif source=Sublimation - IP Security Agreement for TM recordation#page3.tif source=Sublimation - IP Security Agreement for TM recordation#page3.tif source=Sublimation - IP Security Agreement for TM recordation#page4.tif source=Sublimation - IP Security Agreement for TM recordation#page5.tif source=Sublimation - IP Security Agreement for TM recordation#page6.tif source=Sublimation - IP Security Agreement for TM recordation#page7.tif source=Sublimation - IP Security Agreement for TM recordation#page8.tif source=Sublimation - IP Security Agreement for TM recordation#page9.tif source=Sublimation - IP Security Agreement for TM recordation#page10.tif source=Sublimation - IP Security Agreement for TM recordation#page11.tif source=Sublimation - IP Security Agreement for TM recordation#page12.tif source=Sublimation - IP Security Agreement for TM recordation#page13.tif source=Sublimation - IP Security Agreement for TM recordation#page13.tif source=Sublimation - IP Security Agreement for TM recordation#page13.tif

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 4, 2019 by and among SUBLIMATION INC., a Delaware corporation ("Sublimation"), SUBLIME MACHINING INC., a California corporation ("Machining"), SLP PACKAGING, LLC, a California limited liability company ("Packaging"), and BARON TODD INC., a Delaware corporation ("Baron Todd," and each of Sublimation, Machining, Packaging and Baron Todd is individually referred to as a "Grantor" and are herein collectively referred to as the "Grantors") and CRESCO CAPITAL PARTNERS II, LLC and DEMETER CAPITAL GROUP II LP, each as co-administrative agent for the Lenders, defined below (in such capacity, collectively, the "Administrative Agent").

### RECITALS

- A. Grantors, Administrative Agent and certain other individuals, banks and other financial institutions, and/or other entities (collectively "Lenders") have entered into that certain Loan and Security Agreement of even date herewith (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lenders have agreed to make certain loans to Grantors (collectively, the "Loans"), subject to the terms and conditions set forth or referenced therein. Lenders are willing to make the Loans to Grantors only upon the condition, among others, that Grantors grant to Administrative Agent, acting on behalf of Lenders, a security interest in the Intellectual Property Collateral (as defined below) to secure the obligations of Grantors under the Loan Documents. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.
- B. Pursuant to the Loan Documents, Grantors have granted to Administrative Agent, acting on behalf of Lenders, a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property Collateral (as defined below) to secure Grantors' obligations under the Loan Documents.
- **NOW, THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Obligations (as defined below), Grantors hereby represent, warrant, covenant and agrees as follows:
- 1. <u>Grant of Security Interest</u>. As collateral security for the prompt and complete payment and performance of all of the Obligations, Grantors hereby grant a security interest in all of Grantors' right, title and interest in, to and under its intellectual property, including, without limitation, the following (all of which shall collectively be called the "Intellectual Property Collateral"):
- (a) Any and all copyright rights, copyright applications, copyright registrations, and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule 1 of <a href="Exhibit A">Exhibit A</a> attached hereto and incorporated hereby (collectively, the "Copyrights");

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- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights which may be available to Grantors now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule 2 of Exhibit A attached hereto and incorporated hereby (collectively, the "Patents");
- (e) Any trademark, service mark, and trade name, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 3 of Exhibit A attached hereto and incorporated hereby, and domain names (collectively, the "Trademarks");
- (f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents;
  - (i) all label rights and approvals;
  - (j) All customer lists;
- (k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and
- (l) Notwithstanding anything herein to the contrary, in no event shall the security interest attach to, or the term "Intellectual Property Collateral" be deemed to include any "intent to use" trademark filings.
- 2. <u>Obligations Secured</u>. The "**Obligations**" secured by the Intellectual Property Collateral consist of all amounts liabilities, obligations, and indebtedness at any time owing by Grantors to Lenders pursuant to the Loan Agreement or any other Loan Document, absolute or contingent, due or to become due, including, without limitation, all interest, charges, expenses, fees, attorneys' fees (including attorneys' fees and expenses incurred in bankruptcy), expert

witness fees and expenses, fees and expenses of consultants (such attorneys' fees, expert witness fees and expenses and fees and expenses of consultants, "Legal Expenses"), audit fees, collateral monitoring fees, and any other sums chargeable to Grantors under this Agreement or under any other present or future instrument or agreement between Grantors and Lenders and/or Administrative Agent.

- 3. <u>Authorization and Request</u>. Grantors authorize and request that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.
- 4. <u>Covenants and Warranties</u>. Grantors jointly and severally represent, warrant, covenant and agree as follows:
- (a) Each Grantor is duly existing and in good standing in its state of formation and qualified and licensed to do business in, and in good standing in, any state in which the conduct of its business or its ownership of property requires that it be qualified. Grantors' exact legal names are set forth in the preamble of this Agreement.
- (b) Grantors are now the sole owners of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantors to their customers in the ordinary course of business.
- (c) Performance of this Agreement does not conflict with or result in a breach of any Agreement to which any Grantor is bound.
- (d) During the term of this Agreement, no Grantor will transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantors in the ordinary course of business or as set forth in this Agreement.
- (e) In each jurisdiction in which a Grantor does business, such Grantor is duly formed or registered, properly licensed, in good standing, and, where required, in compliance with fictitious name statutes.
- (f) This Agreement does not conflict with any law, agreement, or obligation by which Grantors are bound.
- (g) There is no lawsuit, tax claim or other dispute pending or threatened against any Grantor which, if lost, would impair such Grantor's financial condition or ability to repay the Obligations.
- (h) Grantors currently maintain and will continue to maintain such insurance as is commercially reasonable and usual for Grantors' business, including ownership and operation of the Intellectual Property Collateral
- (i) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party.

- (j) Grantors shall promptly advise Administrative Agent of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of any Grantor in or to any Trademark, Patent, or Copyright specified in this Agreement.
- (k) Each Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents, and Copyrights, and promptly advise Administrative Agent in writing of material infringements detected and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Administrative Agent, which shall not be unreasonably withheld, unless such Grantor determines that reasonable business practices suggest that abandonment is appropriate.
- (l) Each Grantor shall from time to time, execute and file such other instruments, and take such further actions as Administrative Agent may reasonably request from time to time to perfect or continue the perfection of Lenders' interest in the Intellectual Property Collateral.
- (m) To its knowledge (except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained) no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Grantors of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantors, or (ii) for the perfection in the United States or the exercise by Administrative Agent of its rights and remedies thereunder.
- (n) All information heretofore, herein or hereafter supplied to Administrative Agent by or on behalf of Grantors with respect to the Intellectual Property Collateral is accurate and complete in all material respects.
- (o) No Grantor shall enter into any agreement that would materially impair or conflict its obligations hereunder without Administrative Agent's prior written consent, which consent shall not be unreasonably withheld. No Grantor shall permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in such Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.
- (p) Upon any executive officer of any Grantor obtaining actual knowledge thereof, such Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.
- 5. <u>Administrative Agent's Rights</u>. Administrative Agent shall have the right, but not the obligation, to take, at Grantors' sole expense, any actions that Grantors are required under this

Agreement to take but which Grantors fail to take. Grantors shall reimburse and indemnify Administrative Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this <u>Section 5</u>.

- 6. <u>Inspection Rights</u>. Grantors hereby grant to Administrative Agent and its employees, representatives and agents the right to visit, during reasonable hours, any of Grantors' facilities utilizing or containing any of the Intellectual Property Collateral, and to inspect Grantors' products and quality control records relating thereto upon reasonable written notice to Grantors and as often as may be reasonably requested, but not more than one time (1) in every six (6) months; provided, however, nothing herein shall entitle Administrative Agent access to Grantors' trade secrets and other proprietary information.
- 7. Release. At such time as the secured Obligations have been completely and indefeasibly performed, the Intellectual Property Collateral shall be released from the liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of Administrative Agent and Grantors hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Intellectual Property Collateral shall revert to Grantors. At the request and sole expense of Grantors following any such termination, Administrative Agent shall deliver to Grantors any Collateral held by Administrative Agent hereunder, and execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.
- 8. <u>Further Assurances</u>; <u>Attorney in Fact</u>. Each Grantor represents and warrants and covenants that Administrative Agent now has, and will continue to have, a first priority perfected and enforceable security interest in all of the Intellectual Property Collateral and Grantors, jointly and severally, will at all times defend Administrative Agent and the Intellectual Property Collateral against all claims of others and do all acts necessary or desirable to create, maintain, and perfect Administrative Agent's first priority security interest in the Intellectual Property Collateral. Without limiting the foregoing:
- (a) Each Grantor hereby authorizes Administrative Agent to file, or record, as the case may be, without such Grantor's signature, one or more financing statements with respect to the Intellectual Property Collateral. Each Grantor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. Each Grantor approves, authorizes and ratifies any filings or recordings made by or on behalf of Administrative Agent in connection with the perfection and continuation of Lenders' security interest with respect to the Intellectual Property Collateral.
- (b) On a continuing basis, each Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Administrative Agent, to perfect Lenders' security interest in all Copyrights, Patents, and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Administrative Agent the grant or perfection of a security interest in all Intellectual Property Collateral.

- (c) Each Grantor hereby irrevocably appoints Administrative Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, Administrative Agent or otherwise, from time to time in Administrative Agent's discretion, upon such Grantor's failure or inability to do so, to take any action and to execute any instrument which Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including:
- (i) To modify, in its sole discretion, this Agreement without first obtaining such Grantor's approval of or signature to such modification by amending Schedules 1, 2 and 3 of Exhibit A hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, or Trademarks acquired by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, or Trademarks in which such Grantor no longer has or claims any right, title or interest; and
- (ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of such Grantor where permitted by law.
- (d) Each Grantor acknowledges and agrees that it is not authorized to, and will not file financing statements or other filing or recording documents with respect to the Intellectual Property Collateral and Lenders' security interest in the Intellectual Property Collateral (including any amendments thereto, or continuation or termination statements thereof), without the express prior written approval of Administrative Agent, consenting to the form and substance of such financing statement or other filing or recording documents.
- 9. <u>Events of Default.</u> The occurrence of any of the following shall constitute an "**Event of Default**" under this Agreement:
- (i) Grantors shall fail to pay when due any amount owed to Lenders or any third party pursuant to the Loan Documents, or any other instrument evidencing, securing or relating to the Obligations;
- (ii) Any breach by any Grantor in the full and timely performance of any other covenant, condition, agreement, obligation or warranty of such Grantor contained in this Agreement, which breach is capable of being remedied by such Grantor and continues after written notice from Administrative Agent for a period of ten (10) days;
- (iii) Any breach by any Grantor in the full and timely performance of any covenant, condition, agreement, obligation or warranty of such Grantor contained in this Agreement, which breach, by its nature, such Grantor is incapable of remedying;
- (iv) An "Event of Default" occurs under any other Loan Document or any Grantor materially breaches any provision of any other Loan Document and such breach is not cured within the time, if any, for cure provided in such Loan Document;
- (v) Any Grantor, or any party which may be liable upon the Obligations, by guaranty, assumption of the Loan Documents, or otherwise (a "Guarantor"), shall: (A) voluntarily be adjudicated as bankrupt or insolvent, (B) seek or consent to the appointment of a

receiver or trustee for itself or for all or any part of its property, (C) file a petition seeking relief under the bankruptcy or similar laws of the United States or any state or any other competent jurisdiction, (D) make a general assignment for the benefit of creditors, or (E) admit in writing its inability to pay its debts as they become due;

- (vi) A court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of a Grantor or Guarantor, as the case may be, a receiver or trustee for all or any part of such Grantor's property or shall enter an order for relief or approve a petition filed against such Grantor or any Guarantor under the bankruptcy or similar laws of the United States or any state or other competent jurisdiction, and such order, judgment or decree shall remain in force undischarged or unstayed for a period of thirty (30) days;
- (vii) There is a default in any agreement between any Grantor and a third party that gives such third party the right to accelerate any indebtedness exceeding \$50,000 in the aggregate or that could be reasonably be determined to cause a Material Adverse Change;
- (viii) A warranty or representation in any Loan Document or in any writing delivered to Administrative Agent is untrue or inaccurate in any material respect;
- (ix) Any guaranty of the Obligations ceases for any reason to be in full force, or any Guarantor fails to perform any obligation thereunder;
- (x) Money judgments in the aggregate of at least \$50,000 are rendered against Grantors and are unsatisfied or unstayed; or
- (xi) There (i) occurs any material adverse change in the business, operations or conditions (financial or otherwise) of Grantors, or (ii) is a material impairment of the prospect of repayment of any portion of the obligations, or (iii) is a material impairment of the value, attachment, perfection or priority of Lenders' interest in the Intellectual Property Collateral
- Upon the occurrence and continuance of an Event of Default, Administrative Agent shall have the right to exercise all the remedies of a lender under the California Uniform Commercial Code, including without limitation the right to require Grantors to assemble the Intellectual Property Collateral and any tangible property in which Lenders have a security interest and to make it available to Administrative Agent at a place designated by Administrative Agent. Administrative Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents, and Trademarks to the extent reasonably necessary to permit Administrative Agent to exercise its rights and remedies upon the occurrence of an Event of Default. Grantors, jointly and severally, will pay any expenses (including reasonable attorney's fees) incurred by Administrative Agent in connection with the exercise of any of Administrative Agent's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Administrative Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative. Notwithstanding anything to the contrary herein, during the period commencing on the first day on which Administrative Agent, acting on behalf of Lenders, takes ownership of any of the Intellectual Property Collateral pursuant to the terms hereof (the "Transfer Date") and expiring on the anniversary thereof, Grantors shall have a nonexclusive, royalty free license to use the Copyrights, Patents, and Trademarks, solely

for the purpose of disposing of its inventory, goods and products as the same may exist as of the Transfer Date.

- 11. <u>Indemnity</u>. Grantors, jointly and severally, agree to defend, indemnify and hold harmless Administrative Agent, Lenders and their respective officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Administrative Agent or any Lender as a result of or in any way arising out of, following or consequential to transactions between Administrative Agent, Lenders and Grantors under this Agreement or otherwise (including without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Administrative Agent's gross negligence or willful misconduct.
- 12. <u>Reassignment</u>. At such time as Grantors shall indefeasibly and completely satisfy all of the Obligations secured hereunder, Administrative Agent shall execute and deliver to Grantors all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantors full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto.
- 13. <u>Course of Dealing</u>. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 14. <u>Attorneys' Fees</u>. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.
- 15. <u>Amendments</u>. This Agreement may be amended only by a written instrument signed by both parties hereto.
- 16. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
- 17. <u>Law and Jurisdiction</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantors and Administrative Agent consent to the nonexclusive jurisdiction of any state or federal court located in San Francisco, California.
- 18. <u>Confidentiality</u>. In handling any confidential information, Administrative Agent shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that the disclosure of this information may be made (i) to the affiliates of the Administrative Agent, (ii) to prospective transferees or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreements in favor of Grantors and deliver a copy to Grantors, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Administrative Agent.

19. <u>Notices</u>. Notices given hereunder shall be delivered pursuant to the Loan Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement as of the date first written above.

### **GRANTORS**:

SUBLIMATION INC.

Alimer labal \_\_\_\_\_8988:20E5718463.

Name: Ahmer Iqbal

Title: Chief Executive Officer

SUBLIME MACHINING INC.

Name: Ahmer Iqbal

Title: Chief Executive Officer

SLP PACKAGING, LLC

By: Allmer lapal

Name: Ahmer Iqbal

Title: Chief Executive Officer

BARON TODD INC.

DocuSigned by: By: Llumer Inbal
Name: Ahmer Inbal

Title: Chief Executive Officer

## **ADMINISTRATIVE AGENTS:**

CRESCO CAPITAL PARTNERS II, LLC

By! MARRY

Name: Matthew Hawkins Title: Managing Partner

DEMETER CAPITAL GROUP II LP

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

Name: Morgan Paxhia Title: Managing Director

**REEL: 006829 FRAME: 0783** 

### **EXHIBIT A**

All of the following shall collectively be called the "Intellectual Property Collateral":

Any and all copyright rights, copyright applications, copyright registrations, domain names and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on <u>Schedule 1</u> attached hereto and incorporated hereby (collectively, the "**Copyrights**");

Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

Any and all design rights which may be available to Grantors now or hereafter existing, created, acquired or held;

All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <u>Schedule 2</u> attached hereto and incorporated hereby (collectively, the "**Patents**");

Any trademark, service mark, and trade name, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks, including without limitation those set forth on <u>Schedule 3</u> attached hereto and incorporated hereby (collectively, the "**Trademarks**");

Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents;

All label rights and approvals;

All customer lists; and

All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

# Schedule 3

# <u>Trademarks</u>

(See attached)

Domain names:

www.sublimecanna.com

# Sublime Concentrates Incorporated Trademark Portfolio June 11, 2018

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Classes & Goods (Table)	Status
California	SUBLIME	300974	02 Mar 2018	300974	03 Apr 2018	39 - Distribution services, namely, delivery and transportation of cannabis and cannabis products	Registered
California	SUBLIME	300975	02 Mar 2018	300975	02 Mar 2018	40 - Manufacturing services for others in the field of cannabis products	Registered
United States of America	SUBLIME	87368679	13 Mar 2017			35 - Public advocacy in support of the legalization of cannabis 41 - Educational services, namely, providing non-downloadable webinars relating to cannabis as part of a healthy lifestyle	Pending — Opposed by Sublime Band
United States of America	FUZZIES	87439173	05 May 2017			44 - Providing health and wellness information regarding the benefits of cannabis, cannabinoids, terpenes, and other plant extracts, and the bioavailability associated with a variety of delivery systems.	Pending – Statement of Use/Extension Request due 11/8/18
United States of America	THE SNEAKER	87439179	05 May 2017			9 - Chargers for electronic cigarettes; Empty USB flash drives that may also be used as a charger port for electronic cigarettes	Pending – Office action response due 7/8/18
United States of America	SUBLIME	87744695	05 Jan 2018			9 - Chargers for electronic cigarettes; USB flash drives, sold blank, that may also be used as a charger port for electronic cigarettes	Pending – Published for opposition
United States of America	DOSIES MIRACLE MINTS	87912228	08 May 2018			44 - Providing online information about cannabis, micro-dosing, edible cannabis products and their differing uses, bioavailability, and effects	Pending – Awaiting Examination
United States of America	STRATA A CART ABOVE	87912235	08 May 2018			44 - Providing online information about the benefits of cannabis, cannabinoids, terpenes, and other plant extracts, and the bioavailability associated with a variety of delivery systems	Pending – Awaiting Examination
United States of America	STRATA SPACE CAKES	87912232	08 May 2018			44 - Providing online information about cannabis, namely, micro-dosing, edible cannabis products and their differing uses, bioavailability, and effects	Pending – Awaiting Examination

**RECORDED: 01/02/2020**