

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669184

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MM Enterprises USA, LLC		08/17/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Superhero Acquisition Corp. as collateral agent		
<b>Street Address:</b>	210 Shields Court, Markham		
<b>City:</b>	Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L3R 8V2		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5612033	MEDMEN	
<b>Registration Number:</b>	5301059	MEDMEN	
<b>Registration Number:</b>	5301058	MEDMEN	
<b>Registration Number:</b>	5301056	MEDMEN	
<b>Registration Number:</b>	5301055	MEDMEN	
<b>Registration Number:</b>	4916626	MEDMEN	
<b>Registration Number:</b>	5301054	MYMEDMEN	
<b>Registration Number:</b>	4788802	MEDMEN	
<b>Registration Number:</b>	4825297	M	
<b>Registration Number:</b>	5333804		
<b>Registration Number:</b>	5333805		
<b>Registration Number:</b>	5616303	EMBER	
<b>Registration Number:</b>	5421419		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>TRADEMARK</b>			

CH \$340.00 5612033

**Correspondent Name:** Christopher Chan  
**Address Line 1:** Weil, Gotshal & Manges LLP  
**Address Line 2:** 767 Fifth Avenue  
**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** Chris Chan- 62551.0003

**NAME OF SUBMITTER:** Christopher Chan

**SIGNATURE:** /Christopher Chan/

**DATE SIGNED:** 08/20/2021

**Total Attachments: 6**

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THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of SUPERHERO ACQUISITION CORP. (“Superhero”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Holders and the other Holders.

WITNESSETH:

WHEREAS, this Amended and Restated Trademark Security Agreement is being delivered pursuant to that certain Fourth Amended and Restated Securities Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among, inter alias, MEDMEN ENTERPRISES INC., a company incorporated under the laws of the Province of British Columbia, as a borrower (the “Company”), the Credit Parties (including MM CAN USA, INC., a California corporation, as a borrower (“Holdings”); and together with the Company, the “Borrowers”), each Holder (as defined therein) party thereto and Superhero, as successor in interest to Gotham Green Admin 1, LLC, a Delaware limited liability company, as collateral agent (in such capacity, the “Collateral Agent”), which amends and restates that certain Third Amended and Restated Securities Purchase Agreement, dated as of January 11, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified prior to the date hereof, the “Existing Securities Purchase Agreement”) by and among the Credit Parties, each Holders (as defined therein) party thereto and the Collateral Agent. Capitalized terms used herein that are not defined herein shall have the meanings assigned to such terms in 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 Third Amended and Restated Guaranty and Security Agreement, dated as of August 17, 2021 (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 Holders, pursuant to which the Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Holders and the Collateral Agent to enter into the Purchase Agreement and to induce the Holders 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 Holders, and grants to the Collateral Agent for the benefit of the Holders 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, 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. Third Amended and Restated Guaranty and Security Agreement. The security interest granted pursuant to this Amended and Restated 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 registered 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 Amended and Restated 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 registered Trademarks subject to a security interest hereunder.

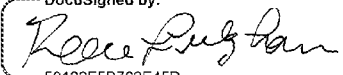
Section 5. Counterparts. This Amended and Restated Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all 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 AMENDED AND RESTATED 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 A&R 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**  
a Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Reece Fulgham  
Its: Chief Financial Officer

**SCHEDULE I**  
**TO**  
**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

I. Registered Trademarks:

A. US Trademark Registrations:

Mark	Owner Name	File Date	Registration #	Registration Date	Expiration Date
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	April 6, 2018	5616303	November 27, 2018	November 27, 2028
	MM Enterprises USA, LLC	February 8, 2017	5421419	March 13, 2018	March 13, 2028

B. State Trademark Registrations:

MARK	State	Owner Name	Registration #	Registration Date	Expiration Date
MEDMEN	California	MM Enterprises USA, LLC	301334	May 28, 2018	May 28, 2023
MEDMEN	Florida	MM Enterprises USA, LLC	TBD	TBD	TBD
LUXLYTE	Florida	MM Enterprises USA, LLC	TBD	TBD	TBD
MEDMEN	Florida	MM Enterprises USA, LLC	T19000000858	July 16, 2019	July 16, 2024
MEDMEN	Florida	MM Enterprises USA, LLC	T19000000859	July 16, 2019	July 16, 2024
LUXLYTE	Florida	MM Enterprises USA, LLC	T19000000860	July 16, 2019	July 16, 2024
STATEMADE	Nevada	MM Enterprises USA, LLC	E0579352018-3	December 18, 2018	December 18, 2023
MEDMEN	Nevada	MM Enterprises USA, LLC	E0579042018-6	December 18, 2018	December 18, 2023
STATEMADE	Nevada	MM Enterprises USA, LLC	E0579012018-3	December 18, 2018	December 18, 2023
STATEMADE	Nevada	MM Enterprises USA, LLC	E0578992018-8	December 18, 2018	December 18, 2023
MEDMEN	Nevada	MM Enterprises USA, LLC	E0578962018-5	December 18, 2018	December 18, 2023
MAX	Nevada	MM Enterprises USA, LLC	E0304862019-4	July 2, 2019	July 2, 2024
MAX	Nevada	MM Enterprises USA, LLC	E0304822019-0	July 2, 2019	July 2, 2024
JOY	Nevada	MM Enterprises USA, LLC	E0304942019-4	July 2, 2019	July 2, 2024
JOY	Nevada	MM Enterprises, USA, LLC	E0304952019-5	July 2, 2019	July 2, 2024
ZEN	Nevada	MM Enterprises USA, LLC	E0304892019-7	July 2, 2019	July 2, 2024
ZEN	Nevada	MM Enterprises USA, LLC	E0304782019-4	July 2, 2019	July 2, 2024
EBB	Nevada	MM Enterprises USA, LLC	E0304852019-3	July 2, 2019	July 2, 2024
EBB	Nevada	MM Enterprises USA, LLC	E0304802019-8	July 2, 2019	July 2, 2024
ZZZ	Nevada	MM Enterprises USA, LLC	E0304902019-0	July 2, 2019	July 2, 2024
ZZZ	Nevada	MM Enterprises USA, LLC	E0304842019-2	July 2, 2019	July 2, 2024
ONE	Nevada	MM Enterprises USA, LLC	E0304932019-3	July 2, 2019	July 2, 2024

ONE	Nevada	MM Enterprises USA, LLC	E0304922019-2	July 2, 2019	July 2, 2024
MEDMEN	New York	MM Enterprises USA, LLC	R33244	July 19, 2018	July 19, 2028
LUXLYTE	New York	MM Enterprises USA, LLC	NY 33412	June 17, 2019	June 17, 2028
LUXLYTE	New York	MM Enterprises USA, LLC	TBD	TBD	TBD