

TRADEMARK SECURITY AGREEMENT

This trademark security agreement (this “**Agreement**”), is dated as of September 30, 2020, between WeedMD Rx Inc. (the “**Borrower**”), WeedMD Inc., WeedMD Capital Corp., 2686912 Ontario Limited, 2686913 Ontario Inc., Starseed Holdings Inc., Starseed Medicinal Inc. and North Star Wellness Inc. (collectively with the Borrower, the “**Debtors**”) and 2437653 Ontario Inc. (the “**Secured Party**”).

WITNESSETH

A. WHEREAS each Debtor, as borrower or guarantor, and the Secured Party, as lender, are party to a term credit agreement dated as of the date hereof (as such agreement may be further amended, supplemented, restated or replaced from time to time, collectively, the “**Credit Agreement**”);

B. AND WHEREAS, as required by the Credit Agreement, the Debtors have entered into a general security agreement dated as of the date hereof for the benefit of the Secured Party (as amended, supplemented, restated or replaced from time to time, the “**Security Agreement**”);

C. AND WHEREAS the Debtors are required to execute and deliver this Agreement under the terms and conditions of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Secured Party to make the Loan available to the Borrower pursuant to the Credit Agreement, the Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the prompt and complete payment and performance when due of all of the Secured Liabilities, the Debtors do hereby grant to the Secured Party a continuing second-ranking security interest in and to all of the Debtors’ rights, title and interest in and to each of their respective trade names, trade-marks, get-up and trade dress now owned or hereafter acquired or existing including without limitation the following (collectively, the “**Trademark Collateral**”):

(a) all (i) trademark registrations, and applications for trademark registrations, in each case which is listed on *Schedule A* attached to and made a part hereof, and (ii) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtors accruing thereunder or pertaining thereto;

(b) all renewals of any of the items described in clause (a) above;

(c) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clause (a) above; and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by any of the Debtors against third parties for past, present, or future infringement or dilution of any trademark or trademark registration, which is listed on *Schedule A* from time to time, or for any injury to the goodwill associated with the use of any trademark.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each of the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the Canadian Intellectual Property Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the payment and performance of the Outstanding Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, or (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the Lender shall have consented to such sale or disposition in accordance with the terms thereof.

SECTION 5. Acknowledgment. The Debtors hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Authorization. The Debtors hereby authorize the Secured Party to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property collateral (“**Intellectual Property Collateral**”) which the Debtors obtain subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

SECTION 7. Accession. With effect from the date of this Agreement, each additional Person who becomes a party to the Security Agreement by signing a Supplement under Section 32 of the Security Agreement, shall be deemed for all purposes to be a Debtor under this Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Security Interests, as if such Person had become signatory to this Agreement as of the date of the Supplement it signed.

SECTION 8. Loan Documents, etc. This Agreement is a Loan Document under the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement and the Security Agreement.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 10. Choice of Law. This Agreement shall be construed in accordance with and governed by the Laws of the Province of Ontario without regard to principles of conflict of Laws which would require the application of the Laws of another province. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

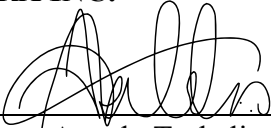
SECTION 11. Intercreditor. This Agreement is subject to the terms and conditions contained in that certain intercreditor agreement dated September 30, 2020 between, among others, the Lender and Bank of Montreal, as administrative agent for and on behalf of certain lenders.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed as of the date first above written.

DEBTORS:


WEEDMD RX INC.

Per: 
Name: Angelo Tsebelis
Authorized Signing Officer

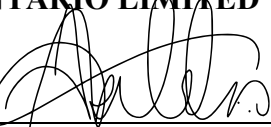
WEEDMD INC.

Per: 
Name: Angelo Tsebelis
Authorized Signing Officer


WEEDMD CAPITAL CORP.

Per: 
Name: Angelo Tsebelis
Authorized Signing Officer

2686912 ONTARIO LIMITED

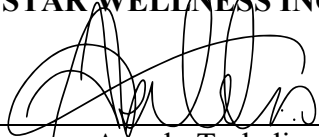
Per: 
Name: Angelo Tsebelis
Authorized Signing Officer

2686913 ONTARIO INC.

Per: 
Name: Angelo Tsebelis
Authorized Signing Officer

NORTH STAR WELLNESS INC.


Per:



Name: Angelo Tsebelis
Authorized Signing Officer

STARSEED HOLDINGS INC.

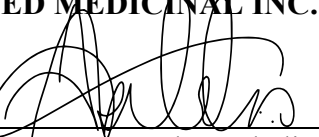
Per:



Name: Angelo Tsebelis
Authorized Signing Officer

STARSEED MEDICINAL INC.

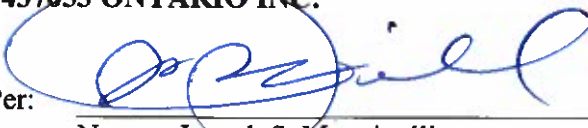
Per:



Name: Angelo Tsebelis
Authorized Signing Officer

SECURED PARTY:

2437653 ONTARIO INC.

Per: 
Name: Joseph S. Mancinelli
Title: Director & President

Per: _____
Name: Carmen Principato
Title: Director & Secretary

SECURED PARTY:

2437653 ONTARIO INC.

Per: _____

Name: Joseph S. Mancinelli

Title: Director & President

Per: _____

Name: Carmen Principato

Title: Director & Secretary

SCHEDULE A

Trademark Collateral

Debtor	Mark	Application No.	Trademark No.
WeedMD RX Inc.	COLOR CANNABIS	1952578	Formalized
WeedMD RX Inc.	COLOR	1952579	Formalized
WeedMD RX Inc.	ENTOURAGE PLUS	1886641	Searched
WeedMD RX Inc.	ENTOURAGE	1870004	Searches
WeedMD RX Inc.	ENTOURAGE TOTAL	1886642	Searches
WeedMD RX Inc.	ENTOURAGE	1886646	Searched
WeedMD RX Inc.	ENTOURAGE ABSOLUTE	1886643	Searches
WeedMD RX Inc.	LIVE BETTER...NATURALLY	1828358	TMA1075540
WeedMD RX Inc.	PRECISION PHARMACULTURE	1828359	Allowed
WeedMD RX Inc.	DIME BAG	1886644	Formalized
WeedMD RX Inc.	WEEDMD	1670236	TMA988274
WeedMD RX Inc.	Color cannabis	1957192	Formalized
WeedMD RX Inc.	Color	1957193	Formalized
WeedMD RX Inc.	CX INDUSTRIES	1973450	Formalized
WeedMD RX Inc.	1-833-DIAL-DIMEBAG	2017814	Formalized
WeedMD RX Inc.	HIGH ROAD CANNABIS	1960838	Formalized
WeedMD RX Inc.	METHOD CANNABIS	1985592	Formalized
WeedMD RX Inc.	MODUS CO.	2024264	Formalized
WeedMD RX Inc.	MODUS CORPORATION	2024263	Formalized
WeedMD RX Inc.	READY TO ROLL	1981306	Formalized

Debtor	Mark	Application No.	Trademark No.
Starseed Medicinal Inc.	AURUM	1984445	Formalized
Starseed Medicinal Inc.	SATURDAY EVERYDAY	1984447	Formalized
Starseed Medicinal Inc.	SATURDAY INDULGE	1984449	Formalized
Starseed Medicinal Inc.	SATURDAY #MOOD	1984451	Formalized
Starseed Holdings Inc.	STARSEED MEDICINAL	1983023	Formalized
Starseed Holdings Inc.	STARSEED	1778724	TMA1032549
Cannabis Care Canada Inc. (a prior name of Starseed Holdings Inc.)	CANNABIS CARE CANADA	1686706	TMA1032542
Cannabis Care Canada Inc. (a prior name of Starseed Holdings Inc.)	SATURDAY CANNABIS	1892333	Searched
Cannabis Care Canada Inc. (a prior name of Starseed Holdings Inc.)	SATURDAY CANNABIS COMPANY	1892339	Searched
Cannabis Care Canada Inc. (a prior name of Starseed Holdings Inc.)	WEEKEND CANNABIS	1893808	Searched
Cannabis Care	WEEKEND CANNABIS COMPANY	1893806	Searched

Debtor	Mark	Application No.	Trademark No.
Canada Inc. (a prior name of Starseed Holdings Inc.)			
North Star Wellness Inc.	NORTH STAR WELLNESS	1973327	Formalized

7091406