

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6622569

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
VIREO HEALTH INTERNATIONAL, INC.		03/25/2021
RECEIVING PARTY DATA		
Name:	CHICAGO ATLANTIC ADMIN, LLC	
Street Address:	420 N WABASH AVE, STE 500	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60611	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Patent Number:	10369178	
Patent Number:	10702565	
Application Number:	16881590	
Application Number:	17116464	
Application Number:	17114097	
Application Number:	16921231	
Application Number:	16921691	
Application Number:	16986550	
Application Number:	17083224	
Application Number:	17150385	
Application Number:	17150418	
Application Number:	17070846	
Application Number:	15592135	
Application Number:	15484081	
Application Number:	15436480	
CORRESPONDENCE DATA		
Fax Number:	(404)815-6555	
<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:	404-815-6500	

Email:	tlwhite@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1:	1100 PEACHTREE STREET NE
Address Line 2:	SUITE 2800
Address Line 4:	ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	107347-1219084
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NAME OF SUBMITTER:	TAMBRA WHITE
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SIGNATURE:	/Tambra White/
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DATE SIGNED:	03/25/2021
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 25, 2021 (this “*Agreement*”), is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, “*Grantors*”), in favor of **CHICAGO ATLANTIC ADMIN, LLC**, a Delaware limited liability company (“*Chicago Atlantic*”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, Vireo Health International, Inc., a corporation existing under the laws of the Province of British Columbia, as a Borrower, the other Borrowers as of the Closing Date, any other Subsidiaries of Parent that become Borrowers or Guarantors thereunder pursuant to Section 8.08 of the Credit Agreement, the Lenders from time to time party thereto, Chicago Atlantic, as Administrative Agent, and Collateral Agent have entered into that certain Credit Agreement, dated as of March 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, the Credit Parties (other than the Additional Grantor) and Collateral Agent have entered into that certain Security Agreement dated as of March 25, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Security Agreement), pursuant to which Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Collateral Agent, for the benefit of the Secured as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent 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 unconditionally grants, assigns as security, and pledges to Collateral Agent, for the benefit of the Secured Parties, a continuing lien and security interest in such Grantor’s right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the “*Patent Collateral*”):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent, including those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

(c) 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.

Section 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of

Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the 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 Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 3. 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 their Patents subject to a security interest hereunder.

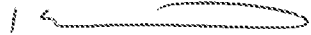
Section 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement

Section 5. Governing Law. **THIS 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.** In addition, the provisions of Section 7.6, 7.7, 7.8, 7.11 and 7.12 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

RESURGENT BIOSCIENCES, INC.

By: 
Name: Kyle Kingsley
Title: Authorized Officer

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

1. REGISTERED PATENTS

Application No.	Filing Date	Title	Status	Owner or Assignee
15/451,377	3/6/2017	Tobacco Products with Cannabinoid Additives and Methods for Reducing the Harm Associated with Tobacco Use	Issued; US Patent No. 10,369,178	Resurgent Biosciences, Inc., as successor to Resurgent Pharmaceuticals, Inc.
16/510,479	7/12/2019	Tobacco Products with Cannabinoid Additives and Methods for Reducing the Harm Associated with Tobacco Use	Issued; US Patent No. 10,702,565	Resurgent Biosciences, Inc., as successor to Resurgent Pharmaceuticals, Inc.

2. PATENT APPLICATIONS

Application No.	Filing Date	Title	Status	Owner or Assignee
16/881,590	5/22/2020	Cannabis Extract Dispensing System	pending; Await OA Notice of Publication 9.10.2020	Resurgent Biosciences, Inc.
17/116,464	12/9/2020	Dosage Forms, Packaging & Vaporization Device...	pending 1st OA Not published yet. (Publication expected 14-18 weeks from filing)	Resurgent Biosciences, Inc.
17/114,097	12/7/2020	Multi-Channel Vaporizer	pending 1st OA Not published yet. (Publication expected 14-18 weeks from filing)	Resurgent Biosciences, Inc.

16/921,231	7/6/2020	Tobacco Products with Cannabinoid Additives and Methods for Reducing the Harm Associated with Tobacco Use	pending 1st OA Notice of Publication 10.22.2020	Resurgent Biosciences, Inc.
16/921,691	7/6/2020	Cannabinoid Depleted Cannabis Formulations and Products	pending; await 1st OA Notice of Publication 1.7.2021	Resurgent Biosciences, Inc.
16/986,550	9/6/2020	Cannabinoid Enriched Personal Lubricant	pending; await 1st OA Notice of Publication 2.11.2021	Resurgent Biosciences, Inc.
17/083,224	10/28/2020	Methods of Formulating Water Soluble Cannabinoid Powders	pending; await 1st OA Not published yet. (Publication expected 14-18 weeks from filing)	Resurgent Biosciences, Inc.
17/150,385	1/15/2021	Orally Deliv. Formulation to Prevent All Cause Mortality and Cardiovascular Events	pending; await 1st OA; prepare IDS Not published yet. (Publication expected 14-18 weeks from filing)	Resurgent Biosciences, Inc.
17/150,385	1/15/2021	Orally Deliv. Formulation to Mitigate Acute Cannabis Intox	pending; await 1st OA: prepare IDS Not published yet. (Publication expected 14-18 weeks from filing)	Resurgent Biosciences, Inc.
17/150,418	1/15/2021	Oral Cannabinoid Delivery Formulations with Mouthfeel Experience Enhances	pending; await 1st OA: prepare IDS Not published yet. (Publication expected 14-18 weeks from filing)	Resurgent Biosciences, Inc.
17/070,846	10/14/2020	Volatiles Preserving Packaging and Methods	continuation pending Not published yet. (Publication expected 14-18 weeks from filing)	Resurgent Biosciences, Inc. This pending patent is licensed to Ebottles, Inc. pursuant to an Invention Licensing Agreement dated February 20, 2020.
15/592,135	5/10/2017	Cannabinoid Formulations with Improved Solubility	pending; RCE filed 11/05/2020	Resurgent Biosciences, Inc., f/k/a Resurgent Pharmaceuticals, Inc.

15/484,081	4/10/2017	Cannabis Based Moist Snuff	response to OA due 1/2/2021 OA Response filed 2.16.2021	Resurgent Biosciences, Inc., f/k/a Resurgent Pharmaceuticals, Inc.
15/436,480	2/17/2017	Pharmaceutical Compositions for the Treatment and Mitigation of Antidepressant Dependence and Withdrawal	Pending; Check status 06/02/2021 OA Response filed 12.21.2020	Resurgent Biosciences, Inc., f/k/a Resurgent Pharmaceuticals, Inc.

3. PATENT LICENSES

None.