

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6875760

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MM ENTERPRISES USA, LLC	08/17/2021
RECEIVING PARTY DATA	
Name:	SUPERHERO ACQUISITION CORP. AS COLLATERAL AGENT
Street Address:	210 SHIELDS COURT, MARKHAM
City:	ONTARIO
State/Country:	CANADA
Postal Code:	L3R 8V2
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D815474
Patent Number:	D812939
Patent Number:	D810482
Patent Number:	D814831
Patent Number:	D914412
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<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:	2123108000
Email:	juan.arias@weil.com
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
NAME OF SUBMITTER:	CHRISTOPHER CHAN
SIGNATURE:	/Christopher Chan/
DATE SIGNED:	08/20/2021
Total Attachments: 4	
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THIS AMENDED AND RESTATED PATENT 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 after the effectiveness of the Agency Assignment Agreement (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 Patent 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 alia, 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 Patent 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 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 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 “**Patent Collateral**”):

(a) all of its Patents registered or applied for in the United States providing for the grant by or to such Grantor of any right under any Patent registered or applied for in the United States, 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 3. Third Amended and Restated Guaranty and Security Agreement. The security interest granted pursuant to this Amended and Restated Patent 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 Patent 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 Patent 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 Patents subject to a security interest hereunder.

Section 5. Counterparts. This Amended and Restated Patent 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 PATENT 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]

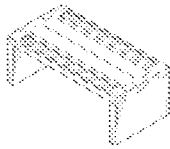



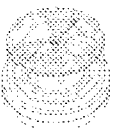
IN WITNESS WHEREOF, each Grantor has caused this A&R Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MM Enterprises USA, LLC
a Delaware limited liability company

By:  DocuSigned by:
50422E5B762E45D...
Name: Reece Fulgham
Its: Chief Financial Officer

SCHEDULE I
TO
AMENDED AND RESTATED PATENT SECURITY AGREEMENT

I. Registered Patents:

Patent	Owner Name	File Date	Patent #	Registration Date	Expiration Date
	MMMG, LLC ¹	August 17, 2016	US D815474 S	April 17, 2018	April 17, 2033
	MM Enterprises USA, LLC	March 1, 2017	US D812939 S	March 20, 2018	March 20, 2033
	MM Enterprises USA, LLC	August 17, 2016	US D810482 S	February 20, 2018	February 20, 2033
	MM Enterprises USA, LLC	August 17, 2016	US D814, 831 S	April 10, 2018	April 10, 2033
	MM Enterprises USA, LLC	July 18, 2019	US D914412	March 30, 2021	March 30, 2036

¹ Patent has been assigned to MM Enterprises USA, LLC but has not yet been reflected in the USPTO records.