

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7895631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AGRIFY CORPORATION	08/19/2022
HARBOR MOUNTAIN HOLDINGS, LLC	08/19/2022
TRIGROW SYSTEMS LLC	08/19/2022
AGM SERVICE COMPANY LLC	08/19/2022
AGXION, LLC	08/19/2022
ARIAFY FINANCE, LLC	08/19/2022
CASCADE SCIENCES, LLC	08/19/2022
PUREPRESSURE, LLC	08/19/2022
PURE SERVICES LLC	08/19/2022
PRECISION EXTRACTION NEWCO, LLC	08/19/2022
LAB SOCIETY NEWCO, LLC	08/19/2022
LAB SOCIETY LLC	08/19/2022
ERS LTD	08/19/2022
LS ANALYTICS LLC	08/19/2022
ELECTRUM EXTRACTORS LLC	08/19/2022
ELITELAB LLC	08/19/2022
LS SOLUTIONS LLC	08/19/2022
AGRIFY BRANDS, LLC	08/19/2022
RECEIVING PARTY DATA	
Name:	HIGH TRAIL SPECIAL SITUATIONS LLC, AS COLLATERAL AGENT
Street Address:	C/O HIGH TRAIL CAPITAL, 221 RIVER STREET
Internal Address:	9TH FLOOR
City:	HOBOKEN
State/Country:	NEW JERSEY
Postal Code:	07030
PROPERTY NUMBERS Total: 28	
Property Type	Number
Patent Number:	10335713
Patent Number:	11351476

PATENT

Property Type	Number
Patent Number:	10882266
Patent Number:	10406451
Patent Number:	10751638
Patent Number:	D877856
Patent Number:	D852928
Patent Number:	D862640
Patent Number:	D828904
Patent Number:	D855754
Patent Number:	D907177
Patent Number:	D896923
Patent Number:	D896919
Patent Number:	D896921
Patent Number:	D896920
Patent Number:	D909606
Patent Number:	D896922
Application Number:	16841177
Application Number:	62134621
Application Number:	62849016
Application Number:	62957902
Application Number:	62957914
Application Number:	17212173
Application Number:	16830137
Application Number:	17477474
Application Number:	17643780
Application Number:	63124806
Application Number:	29678299

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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: 3129932622

Email: gayle.grocke@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 330 N. WABASH AVENUE

Address Line 2: SUITE 2800

Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	065377-0019
NAME OF SUBMITTER:	GAYLE D. GROCKE

SIGNATURE:	/gdg/
DATE SIGNED:	04/11/2023
Total Attachments: 17 source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page1.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page2.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page3.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page4.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page5.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page6.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page7.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page8.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page9.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page10.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page11.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page12.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page13.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page14.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page15.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page16.tif source=High Trail - Agrify - Amendment to IP Security Agreement (August 2022) Executed(133991323.8)#page17.tif	

AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Amendment*”) is made and entered into as of August 19, 2022, by and among Agrify Corporation, a Nevada corporation (the “*Issuer*”), each of the Subsidiaries of the Issuer party hereto (collectively with the Issuer, the “*Grantors*”) and High Trail Special Situations LLC, a Delaware limited liability company, in its capacity as collateral agent for the benefit of the Holders (together with its successors and assigns in such capacity, the “*Secured Party*”).

RECITALS

WHEREAS, the Issuer has issued that certain Senior Secured Note due 2026 (the “*Original Note*”) to the Secured Party pursuant to that certain Securities Purchase Agreement, dated as of March 14, 2022, by and among the Issuer, the Secured Party and each other party thereto (the “*Original Securities Purchase Agreement*”) (as the same may be amended from time to time);

WHEREAS, the Grantors and the Secured Party entered into that certain Security Agreement (the “*Original Security Agreement*”), dated as of March 23, 2022;

WHEREAS, the Grantors and the Secured Party entered into that certain Intellectual Property Security Agreement (the “*Original IP Security Agreement*” and, the Original IP Security Agreement as amended by this Amendment, the “*IP Security Agreement*”), dated as of March 23, 2022;

WHEREAS, the Issuer has issued that certain Senior Secured Note due 2025 (the “*New Note*”) to the Secured Party pursuant to that certain Securities Exchange Agreement, dated as of August 18, 2022, by and among the Issuer and the Secured Party (the “*Securities Exchange Agreement*”) (as the same may be amended from time to time);

WHEREAS, the Issuer, the Grantors and the Secured Party entered into that Amendment to Security Agreement (the “*Security Agreement Amendment*” and, the Original Security Agreement as amended by the Security Agreement Amendment, the “*Security Agreement*”), dated as of the date hereof;

WHEREAS, the Issuer, Grantors and Secured Party desire to amend the Original IP Security Agreement to also secure the obligations under the New Note.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

AMENDMENT TO ORIGINAL IP SECURITY AGREEMENT

1.1. Amendments.

1.1.1. The second and third recitals of the Original IP Security Agreement are hereby amended and restated as follows:

WHEREAS, the Issuer has entered into that certain Securities Purchase Agreement, dated as of March 14, 2022, (“Original Securities Purchase Agreement”), with High Trail Special Situations LLC (the “Initial Holder”) and each other party thereto, pursuant to which, among other things, the Issuer will issue, and the Initial Holder will purchase, subject to the terms set forth therein, the Senior Secured Notes (as defined in the Securities Purchase Agreement), and (ii) into that certain Securities Exchange Agreement, dated as of August 18, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Securities Exchange Agreement,” and together with the Original Securities Purchase Agreement, together the “Security Purchase Agreement”), with the Initial Holder and each other party thereto, pursuant to which, among other things, the Issuer will issue and the Initial Holder will exchange the Original Note for, subject to the terms set forth therein, the New Note;

WHEREAS, the Grantors have entered into that certain Security Agreement, dated as of March 23, 2022, as by that certain amended by Amendment to Security Agreement dated as of August 18, 2022 (as otherwise amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), with the Secured Party, pursuant to which the Grantors granted to the Secured Party, for its benefit and the benefit of the Initial Holder and each Holder under and as defined in any Senior Secured Note (the “Holders”), a security interest in substantially all of the Grantors’ personal property; and

1.1.2. Each reference to the “Securities Purchase Agreement” in the Original IP Security Agreement, or words of like import, shall mean and refer to the Securities Purchase Agreement, as affected by the Securities Purchase Agreement Amendment.

1.1.3. Each reference to “the Security Agreement” in the Original IP Security Agreement, or words of like import, shall mean and refer to the Security Agreement, as affected by the Security Agreement Amendment.

1.1.4. Each of the schedules attached to the Original IP Security Agreement are hereby amended and restated with the schedules attached hereto as Exhibit A.

1.1.5. Each reference to “this Agreement” in the Original IP Security Agreement, or words of like import, shall mean and refer to the IP Security Agreement as affected hereby.

1.2. Reaffirmation. Each of the Grantors each hereby agrees that: (a) all terms and conditions contained in the IP Security Agreement, including the granting of the security interests contained therein, shall continue in full force and effect, (b) the IP Security Agreement continues to be the valid and binding obligation of the Grantors, enforceable in accordance with its terms, and (c) that notwithstanding the

execution and delivery of this Amendment, the obligations of such Grantor under the IP Security Agreement are not impaired or affected.

- 1.3. **Representations and Warranties.** As of the date hereof, each of the Grantors represents and warrants to Secured Party that the representations and warranties made by it in the IP Security Agreement, as updated by the schedules attached hereto as Exhibit A, are true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty is and shall be true and correct in all respects).

ARTICLE II

MISCELLANEOUS

2.1. **Captions.** The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment. Except as otherwise indicated, all references in this Amendment to “Sections” are intended to refer to the Sections or Articles of the Note, as applicable.

2.2. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

2.3. **No Other Amendment.** Except for the matters expressly set forth in this Amendment, all other terms of the Original IP Security Agreement are hereby ratified and shall remain unchanged and in full force and effect.

2.4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

2.5. **Electronic and Facsimile Signatures.** Any signature page delivered electronically or by facsimile (including without limitation transmission by .pdf) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to the other party if so requested.

[Signature Pages Follow]

The parties hereto have executed this Amendment to Intellectual Property Security Agreement as of the date first written above.

ISSUER:

AGRIFY CORPORATION:


By:  DocuSigned by:
2F30F1AFF9F8423...
Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

Agrify Corporation
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862

GUARANTORS:

HARBOR MOUNTAIN HOLDINGS, LLC

By:  DocuSigned by:
2F30F1AFF9F8423...

Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

Harbor Mountain Holdings, LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
TRIGROW SYSTEMS LLC

By:  DocuSigned by:
2F30F1AFF9F8423...
Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

TriGrow Systems LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
AGM SERVICE COMPANY LLC

By: 
Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

AGM Service Company LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
AGXION, LLC

By: 
Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

Agxion, LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
ARIAFY FINANCE, LLC

By: 
Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

Ariafy Finance, LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel

76 Treble Cove Road, Building 3
Billerica, MA 01862
CASCADE SCIENCES, LLC

DocuSigned by:

By: _____
Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

Cascade Sciences, LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
PUREPRESSURE, LLC

DocuSigned by:

By: _____
Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

PurePressure, LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
PURE SERVICES LLC

DocuSigned by:

By: _____
Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:


Pure Services LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
PRECISION EXTRACTION NEWCO,
LLC

DocuSigned by:

By: _____
Name: Raymond Chang
Title: Chief Executive Officer


Notice Address:

Precision Extraction NewCo, LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
LAB SOCIETY NEWCO, LLC

DocuSigned by:

By: _____
Name: Raymond Chang
Title: Chief Executive Officer


Notice Address:

Lab Society NewCo, LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
LAB SOCIETY LLC

DocuSigned by:

By: _____
Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

Lab Society LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
ERS LTD

DocuSigned by:

By: _____
Name: Raymond Chang
Title: Chief Executive Officer

Name: Raymond Chang
Title: Chief Executive Officer

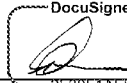
Notice Address:

ERS Ltd
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
LS ANALYTICS LLC

By:  DocuSigned by:
2F30F1AFF9F8423...
Name: Raymond Chang
Title: Chief Executive Officer

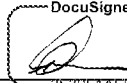
Notice Address:

LS Analytics LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
ELECTRUM EXTRACTORS LLC

By:  DocuSigned by:
2F30F1AFF9F8423...
Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

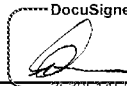
Electrum Extractors LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
ELITELAB LLC

By:  DocuSigned by:
2F30F1AFF9F8423...

Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

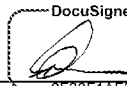
EliteLab LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
LS SOLUTIONS LLC

By:  DocuSigned by:
2F30F1AFF9F8423...
Name: Raymond Chang
Title: Chief Executive Officer

Notice Address:

LS Solutions LLC
Attn: Joshua Savitz, Esq., Associate
General Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862
AGRIFY BRANDS, LLC

By: TriGrow Systems LLC, its Member
holding a Super Majority

By:  DocuSigned by:
2F30F1AFF9F8423...
Name: Raymond Chang
Title: Chief Executive Officer

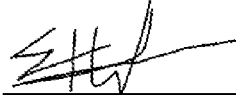
Notice Address:

Agrify Brands, LLC
Attn: Joshua Savitz, Esq., Associate General
Counsel
76 Treble Cove Road, Building 3
Billerica, MA 01862

SECURED PARTY:

HIGH TRAIL SPECIAL SITUATIONS LLC

By:

A handwritten signature in black ink, appearing to read 'EH', is written over a horizontal line.




Name: Eric Helenek

Title: Authorized Signatory

EXHIBIT A
Schedules to Amendment to IP Security Agreement

SCHEDULE I
Trademarks

Registrations:

Owner	Registration Number	Trademark
Agrify Corporation	6335931	Agrify
Agrify Corporation	4776582	Precision
Agrify Corporation	5299391	Quality from Detroit
PurePressure, LLC	6208538	BRUTELESS
PurePressure, LLC	6554352	PRESSWARE
PurePressure, LLC	5262009	PUREPRESSURE
Lab Society LLC	5309945	LAB SOCIETY
Lab Society LLC	5505989	
ERS Ltd.	6070018	ELEVATED RESEARCH SOLUTIONS
ERS Ltd.	6070020	
ELITELAB LLC	6140505	
ELITELAB LLC	5704534	ELITELAB

State Registrations:

Owner	State	Certificate Number	Trademark
Agrify Brands, LLC	Nevada	T202112062205119	#lightupthemoment
Agrify Brands, LLC	Nevada	T202112062204564	Light up the Moment
Agrify Brands, LLC	Nevada	T202112062204676	Western Cultured
Agrify Brands, LLC	Washington	58162	WESTERN CULTURED
Agrify Brands, LLC	Washing-ton	58521	LIGHT UP THE MOMENT
Agrify Brands, LLC	Washing-ton	60174	DAWG STAR
Agrify Brands, LLC	Washington	60175	DAWG STAR
PurePressure, LLC	Colorado	20161149843	PurePressure

Applications:

Owner	Application Number	Trademark
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Agrify Corporation	90/341,952	Agrify Leaf Design
Agrify Corporation	90/341,939	Agrify
Agrify Corporation	90/860,152	The Future of Growth
Pure Services LLC	97/153,004	PURECANNALABS
Electrum Extractors LLC	90/482,555	ELECTRUM EXTRACTORS

OTHER TRADEMARKS:

Foreign Registrations:

Owner	Registration Number	Country/State	Trademark
Agrify Corporation	UK00003645268	United Kingdom	Agrify Leaf Design
Agrify Corporation	018478055	European Union	Agrify Leaf Design
Agrify Corporation	018200185	European Union	VULCAN
Agrify Corporation	UK00918200185	United Kingdom	VULCAN
Agrify Corporation	56425249	China	AGRIFY
Agrify Corporation	56327615	China	AGRIFY
Agrify Corporation	56334654	China	AGRIFY
Agrify Corporation	56354547	China	AGRIFY
Agrify Corporation	56426088	China	AGRIFY
Agrify Corporation	59655447	China	AGRIFY

Foreign Applications:

Owner	Application Number	Country/State	Trademark
Agrify Corporation	2107496	Canada	Agrify
Agrify Corporation	2109208	Canada	Agrify Leaf Design
Agrify Corporation	UK00003645259	United Kingdom	Agrify
Agrify Corporation	018478053	European Union	Agrify
Precision Extraction Corporation	2013440	Canada	VULCAN

SCHEDULE II

Patents

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
Agrify Corporation	U.S. 10,335,713	EXTRACTION APPARATUS AND METHOD
Agrify Corporation	11,351,476	METHOD FOR CHEMICAL SEPARATION OF CANNABINOIDS
PurePressure, LLC	U.S. 10,882,266	HEATED PRESS UTILIZING A PIVOTING ACTUATING TRUSS FOR EXTRACTION OF OILS
Lab Society LLC	U.S. 10,406,451	HIGH EFFICIENCY DISTILLATION HEAD AND METHODS OF USE
Lab Society LLC	U.S. 10,751,638	HIGH EFFICIENCY DISTILLATION HEAD AND METHODS OF USE
Lab Society LLC	U.S. D877,856	SHORT PATH DISTILLATION HEAD
Lab Society LLC	U.S. D852,928	SHORT PATH DISTILLATION HEAD
Lab Society LLC	U.S. D862,640	DISTILLATION HEAD
Lab Society LLC	U.S. D828,904	HIGH EFFICIENCY DISTILLATION HEAD
Lab Society LLC	U.S. D855,754	SHORT PATH DISTILLATION HEAD
Lab Society LLC	U.S. D907,177	90-DEGREE SWIVEL ADAPTER

Lab Society LLC	U.S. D896,923	VERTICAL COLD FINGER ADAPTER
Lab Society LLC	U.S. D896,919	DISTILLATION RECEIVER ADAPTER
Lab Society LLC	U.S. D896,921	HIGH EFFICIENCY DISTILLATION HEAD
Lab Society LLC	U.S. D896,920	HIGH EFFICIENCY DISTILLATION HEAD
Lab Society LLC	U.S. D909,606	COLD TRAP INSERT
Lab Society LLC	U.S. D896,922	VACUUM CHAMBER AND FRACTIONATING COLUMN FOR HIGH EFFICIENCY DISTILLATION HEAD

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
Agrify Corporation	62/134,621	EXTRACTION APPARATUS AND METHOD
Agrify Corporation	62/849,016	PROCESS FOR EXTRACTION OF CANNABINOIDS
Agrify Corporation	62/957,902	METHOD FOR THE SEPARATION OF THCA and THC FROM THE EXTRACTS OF CANNABIS
Agrify Corporation	62/957,914	A METHOD FOR MICROWAVE ASSISTED DECARBOXYLATION OF CANNABIS RESINS
Agrify Corporation	17/212173	METHOD FOR HIGHLY SELECTIVE CONVERSION OF CBD TO DELTA-8 THC
Agrify Corporation	PCT/US2022/021840	METHOD FOR HIGHLY SELECTIVE CONVERSION OF CBD TO DELTA-8 THC

PurePressure, LLC	16/830,137 ¹	HAND-OPERATED SCREW PRESS
PurePressure, LLC	17/477,474	EXTRACTION FREEZE DRYING SYSTEM WITH REMOVABLE CONDENSER
PurePressure, LLC	17/643,780	RELOCATING CANNABIS TRICHOME SEPARATOR
PurePressure, LLC	63/124,806	RELOCATING CANNABIS TRICHOME SEPARATOR
Lab Society LLC	29/678,299	COLD TRAP INSERT
Agrify Corporation	WO 2020/231970	METHOD FOR WINTERIZED CANNABIS OLEORESIN
Agrify Corporation	WO 2021/142074	METHOD FOR CHEMICAL SEPARATION OF CANNABINOIDS
Agrify Corporation	WO 2021/142075	MICROWAVE ASSISTED DECARBOXYLATION OF CANNABIS RESINS

OTHER PATENTS:

NONE.

¹ Note: there is an error in the name for this patent which will be corrected (“Pure Pressure LLC”).

SCHEDULE III

Copyrights

None.