

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569762

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Charlotte's Web, Inc.		03/23/2020	Corporation: DELAWARE
Charlotte's Web Holdings, Inc.		03/23/2020	Corporation: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	237 Park Avenue
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	88329062	CHARLOTTE'S WEB
Serial Number:	86568478	CW
Serial Number:	88329080	
Serial Number:	87474900	GLUCOSTEADY
Serial Number:	88324363	GREEN BIOWORKS
Serial Number:	88975679	GREEN BIOWORKS
Serial Number:	88975680	GREEN BIOWORKS
Registration Number:	5173936	
Registration Number:	5193224	NATURAL COLORADO WELLNESS
Serial Number:	87036930	THE WORLD'S MOST TRUSTED HEMP EXTRACT

CORRESPONDENCE DATA

Fax Number: 2156562498

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: 215-656-3381

Email: pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

TRADEMARK

Address Line 1: ONE LIBERTY PLACE
Address Line 2: 1650 MARKET ST. SUITE 5000
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER: William L. Bartow

SIGNATURE: /williamlbartow/

DATE SIGNED: 03/31/2020

Total Attachments: 20

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of March 23, 2020 by and among JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below, and Charlotte’s Web, Inc., a Delaware corporation (the “Borrower”), and Charlotte’s Web Holdings, Inc., a British Columbia corporation (“Holdings” and, together with the Borrower, each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Administrative Agent has agreed to make certain advances of money and to extend certain financial accommodation to Borrower (the “Loans”) in the amounts and manner set forth in that certain Credit Agreement by and among Administrative Agent , the lenders party thereto, and the Grantors dated the date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Administrative Agent is willing to make the Loans to Borrower, but only upon the condition, among others, that each Grantor shall grant to Administrative Agent a security interest in the Collateral, including certain Trademarks and Patents (as each term is described below) to secure the obligations of such Grantor under the Credit Agreement.

B. Pursuant to the terms of the Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Administrative Agent and the Grantors, each Grantor has granted to Administrative Agent a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to each Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of each Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything contained in this Agreement to the contrary, the term “Intellectual Property Collateral” (or any other defined term or subcategory of assets that is used in such definition) shall not include Excluded Assets; provided, that if and when any property that would otherwise constitute Intellectual Property Collateral shall cease to be Excluded Assets, such property shall be deemed at all times from and after such date to constitute Intellectual Property Collateral.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Each Grantor hereby authorizes Administrative Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains 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.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

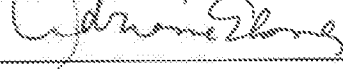
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

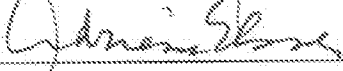
CHARLOTTE'S WEB, INC.

By: 

Name: Adrienne Elsner

Title: Chief Executive Officer

CHARLOTTE'S WEB HOLDINGS, INC.

By: 

Name: Adrienne Elsner

Title: President and Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

CHARLOTTE'S WEB, INC.

By: _____

Name: _____

Title: _____

CHARLOTTE'S WEB HOLDING, INC.

By: _____

Name: _____

Title: _____

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Kevin Harrison

Name: Kevin Harrison

Title: Authorized Officer

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

GERMPLASM PATENTS

Invention	Application No.	Application Date	Status
CW1AS1 (US)	16/683,429	11/14/2019	Pending
CW1AS1 (PCT)	PCT/US2019/067414	12/19/2020	Pending
CW2A (US)	15/932,859	5/10/2018	Registered
Lindorea (US)	62/978,394	02/19/2020	Provisional
Kirsche (US)	62/978,399	02/19/2020	Provisional

NON-GERMPLASM PATENTS

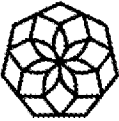

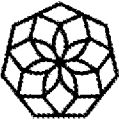
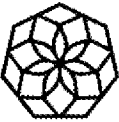
Invention	Application No.	Application Date	Status
Methods of producing CBN Methods of preparing whole cannabis extracts with CBN, including methods of converting CBD to CBN.	16/023,732	06/26/2018	Allowed
Diabetes Formulation Formulation comprising hemp oil, and a variety of other extracts for the treatment of diabetes.	16/018,038	06/25/2018	Pending
Design Extractor Design patent application covering cannabinoid extractor.	29/609,545	06/30/2017	Allowed
Utility Extractor Utility patent disclosing a cannabinoid extraction machine comprising cyclonic separators, each separator being independently temperature-controllable and pressure-controllable.	16/168,072	10/23/2018	Pending





Invention	Application No.	Application Date	Status
Cannabinoid Formulations Derived from Hemp Utility patent disclosing a cannabinoid formulation comprising a combination of Cannabidiol (CBD) and Tetrahydrocannabinol (THC) in a defined CBD:THC ratio	62/991,196	3/18/2020	Provisional


EXHIBIT C


Trademarks

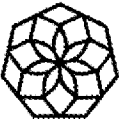

MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
CHARLOTTE'S WEB Owner: Charlotte's Web, Inc.	United States State Registration California	Application No. Registration No. 306340	Filed Mar-07-2019 Registered Mar-07-2019
CHARLOTTE'S WEB Owner: Charlotte's Web, Inc.	United States State Registration Colorado	Application No. Registration No. 20191209909	Filed Mar-07-2019 Registered Mar-07-2019
CHARLOTTE'S WEB Owner: Charlotte's Web, Inc.	United States	Application No. 88329062	Filed Mar-07-2019
CHARLOTTE'S WEB Owner: CWB Holdings, Inc.	United States State Registration California	Registration No. 306073	Filed Feb-15-2019 Registered Feb-15-2019
CHARLOTTE'S WEB Owner: Charlotte's Web, Inc.	United States State Registration Colorado	Application No. Registration No. 20191135407	Filed Feb-15-2019 Registered Feb-15-2019




MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
CW Owner: Charlotte's Web, Inc.	United States	Application No. 86568478	Filed Mar-18-2015 Pending decision on appeal
Flower Design  Owner: Charlotte's Web, Inc.	United States State Registration California	Application No. Registration No. 306344	Filed Mar-07-2019 Registered Mar-07-2019
Flower Design  Owner: Charlotte's Web, Inc.	United States State Registration Colorado	Application No. Registration No. 20191211547	Filed Mar-08-2019 Registered Mar-08-2019
Flower Design  Owner: Charlotte's Web, Inc.	United States	Application No. 88329080	Filed Mar-07-2019
Flower Design  Owner: Charlotte's Web, Inc.	United States State Registration California	Registration No. 306351	Filed Mar-08-2019 Registered Mar-08-2019



MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
Flower Design  Owner: Charlotte's Web, Inc.	United States State Registration Colorado	Application No. Registration No. 20191211631	Filed Mar-08-2019 Registered Mar-08-2019
GLUCOSTEADY Owner: Charlotte's Web, Inc.	United States	Application No. 87474900	Filed Jun-05-2017 Notice of Allowance Dec-12-2017
 Owner: Stanley Brothers Bio Tec, Inc. (pending assignment)	United States	Application No. 88324363	Filed Mar-04-2019 Suspended
 Owner: Green Bioworks LLC (pending assignment)	United States	Application No. 88975679	Filed Mar-04-2019 Opposition pending
GREEN BIOWORKS Owner: Green Bioworks LLC (pending assignment)	United States	Application No. 88975680	Filed Mar-04-2019 Opposition pending
Liquid Droplet and Leaf Design  Owner: Charlotte's Web, Inc.	United States	Application No. 86473653 Registration No. 5173936	Filed Dec-08-2014 Registered Apr-04-2017


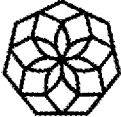

MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
NATURAL COLORADO WELLNESS Owner: Charlotte's Web, Inc.	United States Supplemental Register	Application No. 87036912 Registration No. 5193224	Filed May-13-2016 Registered Apr-25-2017
THE WORLD'S MOST TRUSTED HEMP EXTRACT Owner: Charlotte's Web, Inc.	United States	Application No. 87036930 Supplemental Register	Filed May-13-2016
CHARLOTTE'S WEB Owner: CWB Holdings, Inc.	Brazil	Application No. 911611312 Registration No. 911611312	Filed Sep-12-2016 Registered Sep-11-2018
CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	Brazil	Application No. 911611509 Registration No. 911611509	Filed Sep-12-2016 Registered Sep-11-2018
CW Owner: CWB Holdings, Inc.	Brazil	Application No. 911611347 Registration No. 911611347	Filed Sep-12-2016 Registered Sep-11-2018



MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
CW CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	Brazil	Application No. 911611436 Registration No. 911611436	Filed Sep-12-2016 Registered Sep-11-2018
CHARLOTTE'S WEB Owner: Charlotte's Web, Inc.	Canada	Application No. 1742860 Registration No. TMA1022788	Filed Aug-21-2015 Notice of Allowance Oct-05-2018 Registered May-29-2019
CHARLOTTE'S WEB Owner: Charlotte's Web, Inc.	Canada (via Madrid Protocol)	Application No. 1494733	Filed Sep-05-2019
CHARLOTTE'S WEB Owner: Charlotte's Web, Inc.	Canada	Application No. 1782460	Filed May-16-2016 Pending registration
CW Owner: Charlotte's Web, Inc.	Canada	Application No. 1742863 Registration No. TMA1022789	Filed Aug-21-2015 Notice of Allowance Oct-05-2018 Registered May-29-2019


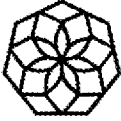
MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
CW Owner: Charlotte's Web, Inc.	Canada	Application No. 1782463	Filed May-16-2016 Pending Registration
Flower Design  Owner: Charlotte's Web, Inc.	Canada (via Madrid Protocol)	Application No. 1494510	Filed Sep-05-2019
CHARLOTTE'S WEB Owner: CWB Holdings, Inc.	Chile	Application No. 1212290 Registration No. 1251264	Filed Jul-08-2016 Registered Jun-14-2017
CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	Chile	Application No. 1212285 Registration No. 1251263	Filed Jul-08-2016 Registered Jun-14-2017
CW Owner: CWB Holdings, Inc.	Chile	Application No. 1212283 Registration No. 1229547	Filed Jul-08-2016 Registered Dec-05-2016

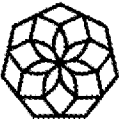
MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
CW CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	Chile	Application No. 1212293 Registration No. 1244375	Filed Jul-08-2016 Registered Apr-17-2017
CHARLOTTE'S WEB Owner: CWB Holdings, Inc.	China	Application No. 19885768 Registration No. 19885768	Filed May-09-2016 Registered Jun-28-2017
CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	China	Application No. 19885767 Registration No. 19885767	Filed May-09-2016 Registered Jan-28-2018
CW CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	China	Application No. 19885769 Registration No. 19885769	Filed May-09-2016 Registered Jun-28-2018
CHARLOTTE'S WEB Owner: Charlotte's Web, Inc.	Colombia (via Madrid Protocol)	Application No. 1494733	Filed Sep-05-2019 Awaiting decision on provisional refusal

MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
Flower Design  Owner: Charlotte's Web, Inc.	Colombia (via Madrid Protocol)	Application No. 1494510	Filed Sep-05-2019
CHARLOTTE'S WEB Owner: Charlotte's Web, Inc.	European Union (via Madrid Protocol)	Application No. 001494733	Filed Sep-05-2019 Published
CHARLOTTE'S WEB Owner: CWB Holdings, Inc.	European Union	Application No. 015312739 Registration No. 015312739	Filed Apr-06-2016 Registered Aug-04-2016
CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	European Union	Application No. 015358914 Registration No. 015358914	Filed Apr-21-2016 Registered Aug-11-2016
CW Owner: CWB Holdings, Inc.	European Union	Application No. 015358881 Registration No. 015358881	Filed Apr-21-2016 Registered Aug-11-2016

MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
CW BOTANICALS Owner: CWB Holdings, Inc.	European Union	Application No. 015312747 Registration No. 015312747	Filed Apr-06-2016 Registered Aug-04-2016
CW CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	European Union	Application No. 015393201 Registration No. 015393201	Filed Apr-29-2016 Registered Sep-21-2016
Flower Design  Owner: Charlotte's Web, Inc.	European Union (via Madrid Protocol)	Application No. 001494510	Filed Sep-05-2019 Published
CHARLOTTE'S WEB Owner: CWB Holdings, Inc.	Hong Kong	Application No. 303767121 Registration No. 303767121	Filed May-05-2016 Registered May-05-2016
CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	Hong Kong	Application No. 303767130 Registration No. 303767130	Filed May-05-2016 Registered May-05-2016

MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
CW Owner: CWB Holdings, Inc.	Hong Kong	Application No. 303767158 Registration No. 303767158	Filed May-05-2016 Registered May-05-2016
CW CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	Hong Kong	Application No. 303767149 Registration No. 303767149	Filed May-05-2016 Registered May-05-2016
CHARLOTTE'S WEB Owner: CWB Holdings, Inc.	India	Application No. 3435434 Registration No. 3435434	Filed Dec-15-2016 Registered Dec-15-2016
CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	India	Application No. 3435433 Registration No. 3435433	Filed Dec-15-2016 Registered Jun-20-2017
CW Owner: CWB Holdings, Inc.	India	Application No. 3435435 Registration No. 3435435	Filed Dec-15-2016 Registered Mar-26-2018

MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
CW CHARLOTTE'S WEB BY THE STANLEY BROTHERS & Design  Owner: CWB Holdings, Inc.	India	Application No. 3435432	Filed Dec-15-2016
CHARLOTTE'S WEB Owner: Charlotte's Web, Inc.	Madrid Protocol Designated Jurisdictions: Canada, Colombia, European Union, United Kingdom	Application No. 1494733 Registration No. 1494733	Filed Sep-05-2019 Registered Oct-24-2019
Flower Design  Owner: Charlotte's Web, Inc.	Madrid Protocol Designated Jurisdictions: Canada, Colombia, European Union, United Kingdom	Application No. 1494510 Registration No. 1494510	Filed Sep-05-2019 Registered Oct-24-2019
BOTANIST'S BLEND Owner: Charlotte's Web, Inc.	United Kingdom	Application No. 3358212 Registration No. 3358212	Filed Dec-04-2018 Registered Mar-22-2019
CHARLOTTE'S WEB Owner: Charlotte's Web, Inc.	United Kingdom (via Madrid Protocol)	Application No. 1494733	Filed Sep-05-2019 Published

MARK OWNER	COUNTRY	APPLICATION / REGISTRATION NUMBER	HISTORY AND STATUS
CHARLOTTE'S WEB Owner: CWB Holdings, Inc.	United Kingdom	Application No. 3137287 Registration No. 3137287	Filed Nov-22-2015 Registered Feb-26-2016
Flower Design  Owner: Charlotte's Web, Inc.	United Kingdom (via Madrid Protocol)	Application No. 1494510 Registration No. 1494510	Filed Sep-05-2019 Registered Jan -16-2020