

Execution Copy

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is made and entered into as of January 14, 2016, by and between Big Points, a Delaware ("Debtor"), and Canna Funding, LP ("Secured Party").

RECITALS

A. Concurrently herewith, Debtor and Secured Party have executed hat certain Credit Agreement, dated as of January 4, 2016, by and between the Debtor and the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. This Agreement is entered into by Debtor to secure the payment and performance of all Obligations (as defined in the Credit Agreement) (the "Secured Obligations").

TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

1. Defined Terms. Terms used but not otherwise defined herein that are defined in the Credit Agreement shall have the meanings given to them in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, capitalized terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC; provided that in any event, the following terms shall have the meanings assigned to them in the UCC: "Chattel Paper"; "Commercial Tort Claim"; "Commodity Account"; "Commodity Contract"; "Commodity Intermediary"; "Documents"; "Electronic Chattel Paper"; "Entitlement Order"; "Financial Asset"; "Fixtures"; "Goods"; "Letter-of-Credit Rights"; "Letters of Credit"; "Money"; "Payment Intangibles"; "Proceeds"; "Records"; "Securities Account"; "Securities Intermediary"; "Security Entitlement"; "Supporting Obligations"; and "Tangible Chattel Paper." The following terms shall have the following meanings:

"Copyrights" shall mean, collectively, with respect to Debtor, all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications made by Debtor, in each case, whether now owned or hereafter created or acquired by or assigned to such Debtor, together with any and all (i) rights and privileges arising under applicable law with respect to Debtor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.