

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

MEDICINE MAN TECHNOLOGIES, INC.
(Exact Name of Registrant as Specified in its Charter)

Nevada
(State or Other Jurisdiction of
Incorporation or Organization)

46-5289499
(IRS Employer Identification Number)

**4880 Havana Street
Suite 201
Denver, Colorado 80239**
(Address of Principal Executive Offices) (Zip Code)

**MEDICINE MAN TECHNOLOGIES, INC.
2017 EQUITY INCENTIVE PLAN**
(Full Title of the Plan)

**Nancy Huber
Chief Financial Officer
MEDICINE MAN TECHNOLOGIES, INC.**

**4880 Havana Street
Suite 201
Denver, CO 80239**
(Name and Address of Agent for Service)
(303) 371-0387
(Telephone Number of Agent for Service)
Copy to:

Rikard Lundberg, Esq.
Brownstein Hyatt Farber Schreck, LLP
410 Seventeenth Street, Suite 2200
Denver, Colorado 80202
(303) 223-1100

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

Medicine Man Technologies, Inc. (the “Company”) is filing this Registration Statement on Form S-8 for the purpose of registering an additional 15,000,000 shares of its common stock, par value \$0.001 per share (the “Common Stock”), issuable to eligible persons under Medicine Man Technologies, Inc. 2017 Equity Incentive Plan, as amended (the “Plan”), which shares are in addition to the shares registered on the Company’s registration statements on Form S-8 filed on June 12, 2017 (File No. 333-218662) and on June 28, 2018 (333-225947) (the “Prior Registration Statements”).

This Registration Statement relates to securities of the same class as that to which the Prior Registration Statements relate, and is submitted in accordance with General Instruction E to Form S-8 regarding Registration of Additional Securities. Pursuant to General Instruction E of Form S-8, (i) the contents of the Prior Registration Statements are incorporated herein by reference and made part of this Registration Statement, except as amended hereby, and (ii) the Company provides the additional information set forth below.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated herein by reference:

(a) the Company’s [Annual Report on Form 10-K](#) for the fiscal year ended December 31, 2021, filed with the SEC on March 31, 2022 and [Amendment No. 1 to Annual Report on Form 10-K](#) for the fiscal year ended December 31, 2021, filed with the SEC on May 2, 2022;

(b) the Company’s [Quarterly Report on Form 10-Q](#) for the quarter ended March 31, 2022, filed with the SEC on May 16, 2022;

(c) the Company’s Current Reports on Form 8-K and Form 8-K/A filed with the SEC on [January 31, 2022](#) (except for the information furnished pursuant to Item 7.01 thereof), [February 14, 2022](#) (except for the information furnished pursuant to Item 7.01 thereof), [February 15, 2022](#) (except for the information furnished pursuant to Item 7.01 thereof), [February 22, 2022](#) (except for the information furnished pursuant to Item 7.01 thereof), [March 18, 2022](#) (except for the information furnished pursuant to Item 7.01 thereof), [March 30, 2022](#), and [March 30, 2022, May 10, 2022](#); and

(c) the description of the Common Stock as set forth in the Company’s registration statement on [Form 8-A](#), filed with the SEC on June 3, 2015 pursuant to Section 12(g) of the Exchange Act, including any subsequent amendments or reports filed for the purpose of updating such description.

All documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (except for information furnished to the SEC that is not deemed to be “filed” for purposes of the Exchange Act) subsequent to the filing of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such documents, except as to specific sections of such documents as set forth therein. Unless expressly incorporated into this Registration Statement, any information contained in a report furnished on Form 8-K prior or subsequent to the filing of this Registration Statement shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed document that also is deemed to be incorporated by reference herein modifies or supersedes such statement.

Item 6. Indemnification of Directors and Officers.

The Company was incorporated in Nevada. NRS 78.7502(1) provides that a corporation may indemnify, pursuant to that statutory provision, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he is not liable pursuant to NRS 78.138 or if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. NRS 78.138(7) provides that, subject to limited statutory exceptions and unless the articles of incorporation or an amendment thereto (in each case filed on or after October 1, 2003) provide for greater individual liability, a director or officer is not individually liable to the corporation or its stockholders or creditors for any damages as a result of any act or failure to act in his or her capacity as a director or officer unless the presumption established by NRS 78.138(3) has been rebutted and it is proven that (i) his or her act or failure to act constituted a breach of his or her fiduciary duties as a director or officer, and (ii) such breach involved intentional misconduct, fraud or a knowing violation of the law.

NRS 78.7502(2) permits a corporation to indemnify, pursuant to that statutory provision, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he acted under similar standards, except that no indemnification pursuant to NRS 78.7502 may be made in respect of any claim, issue or matter as to which such person shall have been adjudged by a court of competent jurisdiction, after any appeals taken therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which such action or suit was brought or other court of competent jurisdiction determines that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. NRS 78.751(1) provides that a corporation shall indemnify any person who is a director, officer, employee or agent of the corporation, against expenses actually and reasonably incurred by the person in connection with defending an action (including, without limitation, attorney's fees), to the extent that the person is successful on the merits or otherwise in defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or any claim, issue or matter in such action.

NRS 78.751 provides that the indemnification pursuant to NRS 78.7502 shall not be deemed exclusive or exclude any other rights to which the indemnified party may be entitled (except that indemnification may not be made to or on behalf of any director or officer finally adjudged by a court of competent jurisdiction, after exhaustion of any appeals taken therefrom, to be liable for intentional misconduct, fraud or a knowing violation of the law and such intentional misconduct, fraud or a knowing violation of the law was material to the cause of action) and that the indemnification shall continue as to directors, officers, employees or agents who have ceased to hold such positions, and to their heirs, executors and administrators. NRS 78.752 permits a corporation to purchase and maintain insurance on behalf of a director, officer, employee or agent of the corporation against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such whether or not the corporation would have the power to indemnify him or her against such liabilities.

The Company's bylaws include express provisions providing for the indemnification of its directors and officers to the fullest extent permitted under the NRS (except with respect to actions brought by a person covered by such indemnification, which are only subject to indemnification if such action was authorized by the Company's board of directors), and the mandatory payment by the Company of expenses incurred by such persons in defending a civil or criminal action, suit or proceeding in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined that such person is not entitled to be indemnified by the Company. The Company's bylaws also permit the Company to purchase and maintain insurance or make other financial arrangements on behalf of any such person for certain liability and expenses, whether or not we have the authority to indemnify such person against such liability and expenses.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act") may be permitted to the Company's directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue. The Company has purchased directors' and officers' liability insurance which would indemnify its directors and officers against damages arising out of certain kinds of claims which might be made against them based on their negligent acts or omissions while acting in their capacity as such.

Item 8. Exhibits.

Exhibit No.	Description
4.1	<u>Articles of Incorporation of Medicine Man Technologies filed with the Secretary of State of Nevada on March 20, 2014</u> (Incorporated by reference to Exhibit 3.1 to the Company's Annual Report on Form 10-K/A filed April 30, 2021 (Commission File No. 000-55450))
4.2	<u>Certificate of Amendment to Articles of Incorporation filed with the Secretary of State of Nevada on August 25, 2014</u> (Incorporated by reference to Exhibit 3.2 to the Company's Annual Report on Form 10-K/A filed April 30, 2021 (Commission File No. 000-55450))
4.3	<u>Certificate of Amendment to Articles of Incorporation filed with the Secretary of State of Nevada on March 19, 2015</u> (Incorporated by reference to Exhibit 3.3 to the Company's Annual Report on Form 10-K/A filed April 30, 2021 (Commission File No. 000-55450))
4.4	<u>Articles of Exchange filed with the Secretary of State of Nevada on June 7, 2017</u> (Incorporated by reference to Exhibit 3.4 to the Company's Annual Report on Form 10-K/A filed April 30, 2021 (Commission File No. 000-55450))
4.5	<u>Certificate of Amendment to Articles of Incorporation filed with the Secretary of State of Nevada on December 13, 2019</u> (Incorporated by reference to Exhibit 3.5 to the Company's Annual Report on Form 10-K/A filed April 30, 2021 (Commission File No. 000-55450))
4.6	<u>Certificate of Designation of Series A Cumulative Convertible Preferred Stock filed with the Secretary of State of Nevada on December 16, 2020</u> (Incorporated by reference to Exhibit 3.6 to the Company's Annual Report on Form 10-K/A filed April 30, 2021 (Commission File No. 000-55450))
4.7	<u>Certificate of Amendment to Designation of Series A Cumulative Convertible Preferred Stock filed with the Secretary of State of Nevada on March 1, 2021</u> (Incorporated by reference to Exhibit 3.7 to the Company's Annual Report on Form 10-K/A filed April 30, 2021 (Commission File No. 000-55450))
4.8	<u>Complete Articles of Incorporation together with Certificates of Amendment, Articles of Exchange and the Certificate of Designation of Series A Cumulative Convertible Preferred Stock, as amended</u> (Incorporated by reference to Exhibit 3.8 to the Company's Annual Report on Form 10-K/A filed April 30, 2021 (Commission File No. 000-55450))
4.9	<u>Amended and Restated Bylaws of Medicine Man Technologies, Inc.</u> (Incorporated by reference to Exhibit 3.1 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 11, 2019 (Commission File No. 000-55450))
4.10	<u>Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and Colorado Health Consultants, LLC, dated June 5, 2020</u> (Incorporated by reference to Exhibit 2.1 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
4.11	<u>Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and CitiMed, LLC, dated June 5, 2020</u> (Incorporated by reference to Exhibit 2.2 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
4.12	<u>Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and Lucky Ticket LLC, dated June 5, 2020</u> (Incorporated by reference to Exhibit 2.3 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
4.13	<u>Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and Kew LLC, dated June 5, 2020</u> (Incorporated by reference to Exhibit 2.4 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
4.14	<u>Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and SB Aurora LLC, dated June 5, 2020</u> (Incorporated by reference to Exhibit 2.5 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
4.15	<u>Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and SB Arapahoe LLC, dated June 5, 2020</u> (Incorporated by reference to Exhibit 2.6 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))

- 4.16 [Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and SB 44th LLC, dated June 5, 2020](#) (Incorporated by reference to Exhibit 2.7 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
- 4.17 [Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and Starbuds Pueblo LLC, dated June 5, 2020](#) (Incorporated by reference to Exhibit 2.8 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
- 4.18 [Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and Starbuds Louisville LLC, dated June 5, 2020](#) (Incorporated by reference to Exhibit 2.9 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
- 4.19 [Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and Starbuds Niwot LLC, dated June 5, 2020](#) (Incorporated by reference to Exhibit 2.10 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
- 4.20 [Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and Alameda LLC, dated June 5, 2020](#) (Incorporated by reference to Exhibit 2.11 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
- 4.21 [Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and Starbuds Longmont LLC, dated June 5, 2020](#) (Incorporated by reference to Exhibit 2.12 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
- 4.22 [Asset Purchase Agreement entered into by and among Medicine Man Technologies, Inc., SBUD LLC, and Starbuds Commerce City LLC, dated June 5, 2020](#) (Incorporated by reference to Exhibit 2.13 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed June 8, 2020 (Commission File No. 000-55450))
- 4.23 [Omnibus Amendment No. 1 dated September 15, 2020, to Asset Purchase Agreements dated June 5, 2020](#) (Incorporated by reference to Exhibit 2.1 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed September 21, 2020 (Commission File No. 000-355450))
- 4.24 [Omnibus Amendment No. 2 to Asset Purchase Agreement, dated as of December 17, 2020, by and among SBUD LLC, Medicine Man Technologies, Inc., and each signatory thereto designated as a seller](#) (Incorporated by reference to Exhibit 2.1 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 23, 2020 (Commission File No. 000-55450))
- 4.25 [Security Agreement, dated December 17, 2020, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and Starbuds Alameda LLC, as secured party](#) (Incorporated by reference to Exhibit 4.1 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.26 [Security Agreement, dated December 17, 2020, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and Starbuds Pueblo LLC, as secured party](#) (Incorporated by reference to Exhibit 4.2 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.27 [Security Agreement, dated December 18, 2020, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and LM MJC LLC, as secured party](#) (Incorporated by reference to Exhibit 4.3 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.28 [Security Agreement, dated December 18, 2020, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and Lucky Ticket LLC, as secured party](#) (Incorporated by reference to Exhibit 4.4 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.29 [Security Agreement, dated December 18, 2020, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and Starbuds Commerce City, as secured party](#) (Incorporated by reference to Exhibit 4.5 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.30 [Security Agreement, dated December 18, 2020, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and Starbuds Niwot LLC, as secured party](#) (Incorporated by reference to Exhibit 4.6 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))

- 4.31 [Security Agreement, dated February 4, 2021, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and Colorado Health Consultants, LLC, as secured party](#) (Incorporated by reference to Exhibit 4.7 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.32 [Security Agreement, dated February 4, 2021, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and Mountain View 44th LLC, as secured party](#) (Incorporated by reference to Exhibit 4.8 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.33 [Security Agreement, dated March 2, 2021, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and Citi-Med LLC, as secured party](#) (Incorporated by reference to Exhibit 4.9 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.34 [Security Agreement, dated March 2, 2021, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and KEW LLC, as secured party](#) (Incorporated by reference to Exhibit 4.10 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.35 [Security Agreement, dated March 2, 2021, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and SB Arapahoe LLC, as secured party](#) (Incorporated by reference to Exhibit 4.11 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.36 [Security Agreement, dated March 2, 2021, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and Starbuds Aurora LLC, as secured party](#) (Incorporated by reference to Exhibit 4.12 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.37 [Security Agreement, dated March 2, 2021, among SBUD LLC and Medicine Man Technologies, Inc., as grantors, and Starbuds Louisville LLC, as secured party](#) (Incorporated by reference to Exhibit 4.13 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 29, 2021 (Commission File No. 000-55450))
- 4.38 [Loan Agreement, dated February 26, 2021, among Mesa Organics Ltd., Mesa Organics II Ltd., Mesa Organics III Ltd., Mesa Organics IV Ltd, SCG Holding, LLC and PBS Holdco LLC, as borrowers, SHWZ Altmore, LLC, as lender, and GGG Partners LLC, as collateral agent](#) (Incorporated by reference to Exhibit 10.4 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed March 4, 2021 (Commission File No. 000-55450))
- 4.39 [Promissory Note, dated February 26, 2021, issued by Mesa Organics Ltd., Mesa Organics II Ltd., Mesa Organics III Ltd., Mesa Organics IV Ltd, SCG Holding, LLC and PBS Holdco LLC, as borrowers, to SHWZ Altmore, LLC, as lender](#) (Incorporated by reference to Exhibit 10.5 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed March 4, 2021 (Commission File No. 000-55450))
- 4.40 [Security Agreement, dated February 26, 2021, among Mesa Organics Ltd., Mesa Organics II Ltd., Mesa Organics III Ltd., Mesa Organics IV Ltd, SCG Holding, LLC and PBS Holdco LLC, as grantors, and GGG Partners LLC, as collateral agent](#) (Incorporated by reference to Exhibit 10.6 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed March 4, 2021 (Commission File No. 000-55450))
- 4.41 [Parent Guaranty, dated February 26, 2021, among Medicine Man Technologies, Inc. as guarantor, and GGG Partners LLC, as collateral agent](#) (Incorporated by reference to Exhibit 10.7 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed March 4, 2021 (Commission File No. 000-55450))
- 4.42 [First Amendment to Loan Agreement, dated July 28, 2021, among Mesa Organics Ltd., SHWZ Altmore, LLC and GGG Partners, LLC](#) (Incorporated by reference to Exhibit 10.1 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed August 3, 2021 (Commission File No. 000-55450))
- 4.43 [Indenture, dated December 7, 2021, among Medicine Man Technologies, Inc., the Subsidiary Guarantors, Chicago Atlantic Admin, LLC, in its capacity as collateral agent, and Ankura Trust Company, LLC, as Trustee](#) (Incorporated by reference to Exhibit 4.1 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 9, 2021 (Commission File No. 000-55450))
- 4.44 [Form of 13% Senior Secured Convertible Note Due December 7, 2026, issued by Medicine Man Technologies, Inc. to each Investor](#) (Incorporated by reference to Exhibit 4.2 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 9, 2021 (Commission File No. 000-55450))

- 4.45* [Security Agreement, dated December 7, 2021, entered into by Medicine Man Technologies, Inc. and the Subsidiary Guarantors party thereto, in favor of Chicago Atlantic Admin, LLC, in its capacity as the collateral agent](#) (Incorporated by reference to Exhibit 10.2 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 9, 2021 (Commission File No. 000-55450))
- 4.46* [Intercreditor Agreement, dated December 7, 2021, among Medicine Man Technologies, Inc., the Subsidiary Guarantors, Chicago Atlantic Admin, LLC, as collateral agent for the Convertible Notes Secured Parties, GGG Partners LLC, as collateral agent for the Credit Agreement Secured Parties, Naser Joudeh, as collateral agent for the StarBuds Seller Secured Parties, Colorado Health Consultants LLC, StarBuds Aurora LLC, SB Arapahoe LLC, StarBuds Commerce City LLC, StarBuds Pueblo LLC, StarBuds Alameda LLC, Citi-Med, LLC, StarBuds Louisville, LLC, Kew LLC, Lucky Ticket LLC, StarBuds Niwot LLC, LM MJC LLC, and Mountain View 44th LLC](#) (Incorporated by reference to Exhibit 10.3 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 9, 2021 (Commission File No. 000-55450))
- 4.47 [Note Guarantee, dated December 7, 2021, entered into by each Subsidiary Guarantor](#) (Incorporated by reference to Exhibit 10.4 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed December 9, 2021 (Commission File No. 000-55450))
- 4.48 [Promissory Note, dated February 8, 2022, issued by Nuevo Holding, LLC to Reynold Greenleaf & Associated, LLC](#) (Incorporated by reference to Exhibit 4.1 to Medicine Man Technologies, Inc.'s Current Report on Form 8-K filed February 14, 2022 (Commission File No. 000-55450))
- 4.49** [Trademark Security Agreement, effective December 15, 2021, among Medicine Man Technologies, Inc., the Grantors party thereto, and Chicago Atlantic Admin, LLC, in its capacity as collateral agent](#)
- 5.1** [Opinion of Brownstein Hyatt Farber Schreck, LLP](#)
- 23.1** [Consent of BF Borgers CPA PC](#)
- 23.2** [Consent of Brownstein Hyatt Farber Schreck, LLP](#) (included in Exhibit 5.1)
- 24.1** [Power of Attorney](#) (contained on signature page hereto)
- 99.1 [Medicine Man Technologies, Inc. 2017 Equity Incentive Plan](#) (Incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-8 filed June 12, 2017 (Commission File No. 333-218662))
- 99.2 [Amendment to Medicine Man Technologies, Inc. 2017 Equity Incentive Plan](#) (Incorporated by reference to Exhibit 4.3 of the Company's Annual Report on Form 10-K/A filed April 30, 2021 (Commission File No. 000-55450))
- 99.3 [Amendment to Medicine Man Technologies, Inc. 2017 Equity Incentive Plan](#) (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed December 16, 2020 (Commission File No. 000-55450))
- 99.4 [Amendment to Medicine Man Technologies, Inc. 2017 Equity Incentive Plan](#) (Incorporated by reference to Exhibit 4.5 of the Company's Amendment No. 1 to Annual Report on Form 10-K/A filed April 30, 2021 (Commission File No. 000-55450))
- 99.5 [Form of Stock Option Award Agreement under the Medicine Man Technologies, Inc. 2017 Equity Incentive Plan](#) (Incorporated by reference to Exhibit 4.5 of the Company's Amendment No. 1 to Annual Report on Form 10-K/A filed April 30, 2021 (Commission File No. 000-55450))
- 107** [Filing Fee Table](#)

* Certain information has been redacted pursuant to Instruction 5 to Item 1.01 of Form 8-K and Item 601(a)(6) of Regulation S-K. The Company hereby undertakes to supplementally furnish any redacted information to the Securities and Exchange Commission upon request.

** Filed herewith.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) to reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (iii) to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
 - (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
 - (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of December 15, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Agreement") made by and among Medicine Man Technologies, Inc., d/b/a Schwazze (the "Issuer"), a Nevada corporation, Double Brow, LLC, a Colorado limited liability company, Mission Holding, LLC, a Colorado limited liability company, SCG Holding, LLC, a Colorado limited liability company, Schwazze Colorado LLC, a Colorado limited liability company, Schwazze Biosciences, LLC, a Colorado limited liability company, SBUD LLC, a Colorado limited liability company, Medicine Man Consulting, Inc., a Colorado corporation, Two J's LLC d/b/a The Big Tomato, a Colorado limited liability company, Mesa Organics Ltd. d/b/a StarBuds/Purplebee's, a Colorado limited liability company, Mesa Organics II Ltd., a Colorado limited liability company, Mesa Organics III Ltd., a Colorado limited liability company, Mesa Organics IV Ltd., a Colorado limited liability company, Schwazze IP Holdco, LLC, a Colorado limited liability company, MIH Manager LLC, a Colorado limited liability company, PBS Holdco LLC, d/b/a StarBuds/Purplebee's, a Colorado limited liability company, Emerald Fields Merger Sub, LLC, a Colorado limited liability company, Schwazze New Mexico, LLC, a New Mexico limited liability company, Nuevo Holding, LLC, a New Mexico limited liability company, and Nuevo Elemental Holdings, LLC, a New Mexico limited liability company, as grantors, pledgors, assignors, debtors and guarantors (together with any successors in such capacities, and together with the Issuer, the "Grantors", and each, a "Grantor"), in favor of Chicago Atlantic Admin LLC, in its capacity as collateral agent pursuant to the Indenture (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent")

WITNESSETH:

WHEREAS, Issuer has authorized a new series of Senior Secured Convertible Notes (the "Notes") pursuant to the Indenture (hereinafter defined). The parties have, in connection with the execution and delivery of this Agreement, entered into the (i) Securities Purchase Agreement (the "Purchase Agreement"), dated as of December 3, 2020, by and among the Grantors and the "Buyers" (as defined in the Purchase Agreement) and (ii) Indenture, dated as of December 7, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture") among the Grantors, Chicago Atlantic Admin, LLC, as Agent, and Ankura Trust Company, LLC, as Trustee; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

WHEREAS, each Grantor will receive substantial direct and indirect benefits from the execution, delivery and performance of the obligations under the Indenture and the other Note Documents and each is, therefore, willing to enter into this Agreement.

WHEREAS, pursuant to such Purchase Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of each Grantor's assets (other than the Excluded Property), including without limitation all of each Grantor's Intellectual Property and specifically including all of each Grantor's registered trademarks and all of each Grantor's filed trademark applications, all whether now owned or hereafter created, arising and/or acquired, except for "intent-to-use" United States trademark applications to the extent that an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformity with 15 U.S.C. §1051(a) or (c) (collectively, the "Registered Trademarks"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office in order to perfect and/or protect all of Agent's Liens in the Registered Trademarks.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Purchase Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Trademark Collateral. Without limiting any other grant of Lien by Grantors in any Collateral under the Purchase Agreement or any Loan Documents, to secure the prompt payment and performance of all Secured Obligations to Agent, Grantors hereby grant to Agent, for its benefit and for the ratable benefit of each other Lender, a continuing security interest in and to and Lien on all of Grantors' right, title and interest in, to and under the following Collateral of Grantors, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Trademark Collateral"):

(a) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(c) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by a Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Trademark Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of a Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Trademark Collateral by or on behalf of a Grantor; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

The Trademark Collateral shall not include any Excluded Property.

Section 2. Purchase Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Purchase Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Trademark Collateral made and granted hereby are more fully set forth in the Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office.

Section 4. Grantors Remains Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, each Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantors hereby covenant and agree that promptly upon the acquisition by any Grantor of any new Trademark Collateral registered with, or subject to any application for registration filed with, the United States Patent and Trademark Office ("Registered Trademark Collateral"), Grantors shall deliver to Agent a duly executed Supplement to this Agreement in the form of **Exhibit A** hereto, listing all such newly acquired Registered Trademark Collateral on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Registered Trademark Collateral to Agent, for its benefit and for the ratable benefit of each other Lender, to secure the Secured Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Registered Trademark Collateral, and all Trademark Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Trademark Collateral hereunder.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent that Schedule 1 sets forth a true and correct list of all Registered Trademark Collateral owned by Grantors as of the Effective Date.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Purchase Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Purchase Agreement or any Loan Documents, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 10. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 11. 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 State of New York. The other provisions of Section 14.06 (Governing Law and Waiver of Jury Trial) of the Indenture are incorporated herein, mutatis mutandis, as if a part hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and delivered as of the date first set forth above.

GRANTORS:

MEDICINE AND TECHNOLOGIES, INC.

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

DOUBLE BROW, LLC

By: Schwazze Colorado, LLC, Sole Member
By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

MISSION HOLDING, LLC

By: Schwazze Colorado, LLC, Sole Member
By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

SCG HOLDING, LLC

By: Medicine Man Technologies, Inc., Sole Member

By: /s/ Justin Dye
Name: Justin Dye
Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

SCHWAZZE COLORADO, LLC

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

SCHWAZZE BIOSCIENCES, LLC

By: Medicine Man Technologies, Inc., Sole Member

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

SBUD, LLC

By: Schwazze Colorado, LLC, Manager

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

MEDICINE MAN CONSULTING, INC.

By: /s/ Justin Dye

Name: Justin Dye

Title: President

[Signature Page to IP Security Agreement]

TWO J'S LLC

By: Medicine Man Technologies, Inc., Sole Member

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

MESA ORGANICS LTD

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

MESA ORGANICS II LTD

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

MESA ORGANICS III LTD

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

MESA ORGANICS IV LTD

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

PBS HOLDCO LLC

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

SCHWAZZE IP HOLDCO, LLC

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

MIH MANAGER, LLC

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

EMERALD FIELDS MERGER SUB, LLC, as Grantor

By: Schwazze Colorado, LLC, Member

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

NUEVO HOLDING, LLC, as Grantor

By: Schwazze New Mexico, LLC, Manager

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

NUEVO ELEMENTAL HOLDING, LLC, as Grantor

By: Schwazze New Mexico, LLC, Manager

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

SCHWAZZE NEW MEXICO, LLC, as Grantor

By: Medicine Man Technologies, Inc., Manager

By: /s/ Justin Dye

Name: Justin Dye

Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

COLLATERAL AGENT:

CHICAGO ATLANTIC ADMIN LLC

By: /s/ Peter Sack _____

Name: Peter Sack

Title: Managing Director & Co-President

[Signature Page to IP Security Agreement]

Schedule 1
to
Trademark Security Agreement

TRADEMARKS

1. Grantor's U.S. trademarks and trademark applications:

Registration Number/Application Number	Status	Registration/ Issue Date	Mark	Owner/ Assignee	Jurisdiction
20141685274	Live	11-08-2014	 (Purplebee's Logo)	Mesa Organics Ltd.	Colorado
20141685283	Live	11-08-2014	Purplebee's	Mesa Organics Ltd.	Colorado
20141763087	Live	12-18-2014	Purplebee's (tradename)	Mesa Organics Ltd.	Colorado
20141763167	Live	12-18-2014	 (Mesa Organics Logo)	Mesa Organics Ltd.	Colorado
20141763084	Live	12-8-2014	Mesa Organics (tradename)	Mesa Organics Ltd.	Colorado
20141765000	Live	12-08-2014	Mesa Organics	Mesa Organics Ltd.	Colorado
20191573121	Live	07-19-2019	Mesa Organics – Las Animas (tradename)	Mesa Organics IV Ltd.	Colorado
20181757069	Live	09-25-2018	Mesa Organics – Ordway (tradename)	Mesa Organics II Ltd.	Colorado
20191573127	Live	07-19-2019	Mesa Organics – Pueblo (tradename)	Mesa Organics Ltd.	Colorado
20191387357	Live	05-04-2019	Mesa Organics – Rocky Ford (tradename)	Mesa Organics III Ltd.	Colorado
20171537130	Live	07-17-2017/	Pure CO2.	Mesa Organics Ltd.	Colorado
20181796049	Live	10-07-2018		Mesa Organics Ltd.	Colorado
88832667	Pending	03-12-2020 (filing date)		Medicine Man Technologies, Inc.	USPTO
88879966	Pending	02-09-2021 (filing date)		Medicine Man Technologies, Inc.	USPTO
20201245809	Live	03-18-2020	SCHWAZZE	Medicine Man Technologies, Inc.	Colorado
88832670	Pending	03-12-2020	SCHWAZZBERRY	Medicine Man Technologies, Inc.	USPTO
90835598	Pending	07-19-2021	GROW FORTH	Medicine Man Technologies, Inc.	USPTO
20201410613	Live	05-06-2020	SCHWAZZE	Mesa Organics II Ltd	Colorado
20201410636	Live	05-06-2020	SCHWAZZE	Mesa Organics Ltd.	Colorado
20201410655	Live	05-06-2020	SCHWAZZE	Mesa Organics III Ltd	Colorado
20201410663	Live	05-06-2020	SCHWAZZE	Mesa Organics IV Ltd	Colorado
88747845	Pending	01/06/2020 (filing date)	SCHWAZZE	Medicine Man Technologies, Inc.	USPTO
3810013	Live	06-29-2010	THE BIG TOMATO	Two J's LLC	USPTO
5164677	Live	03-21-2017		Success Nutrients, Inc. [1]	USPTO

[1] **Note to Draft:** The current record owner of this mark is Success Nutrients, Inc. and Medicine Man Technologies, Inc. is in the process of transferring record ownership into its name.

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this [] day of [], [] by [], a [] corporation ("Grantor"), in favor of Chicago Atlantic Admin LLC, in its capacity as collateral agent pursuant to the Indenture (as hereinafter defined), as pledgee, assignee and secured party ("Agent").

WITNESSETH

WHEREAS, Grantor and Agent are parties to a certain Trademark Security Agreement effective as of December 15, 2021 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the Trademark Agreement;

WHEREAS, pursuant to the terms of the Trademark Agreement, to secure the prompt payment and performance of all Secured Obligations to Agent and each other Lender, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each other Lender, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Trademark Collateral, Grantor shall deliver to Agent a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Registered Trademark Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Purchase Agreement or any Loan Documents, to secure the prompt payment and performance of all Secured Obligations to Agent and each other Lender, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of each other Lender, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Trademark Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Trademark Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Trademark Collateral described above shall be included in and be part of the Trademark Collateral under and subject to all of the terms and provisions of the Trademark Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent that Schedule I hereto sets forth a true and correct list of all Registered Trademark Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original Trademark Agreement or any Schedule to any other Supplement to the original Trademark Agreement delivered by Grantor since the date thereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the Trademark Security Agreement as of the date first written above.

GRANTOR:

[]

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

CHICAGO ATLANTIC ADMIN LLC

By: _____

Name: Peter Sack

Title: Managing Director & Co-President

[Signature Page to Trademark Security Agreement — Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK
SECURITY AGREEMENT



Brownstein Hyatt Farber Schreck, LLP
702.382.2101 main
100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106

May 19, 2022

Medicine Man Technologies, Inc.
4880 Havana Street, Suite 201
Denver, Colorado 80239

To the addressee set forth above:

We have acted as local Nevada counsel to Medicine Man Technologies, Inc., a Nevada corporation (the "Company"), in connection with the filing by the Company of a Registration Statement on Form S-8 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the registration of 15,000,000 additional shares (the "Shares") of the Company's common stock, par value \$0.001 per share (the "Common Stock"), issuable under the Medicine Man Technologies 2017 Equity Incentive Plan (as amended to date, the "Plan"). This opinion letter is being delivered at your request pursuant to the requirements of Item 601(b)(5) of Regulation S-K under the Act.

In our capacity as such counsel, we are familiar with the proceedings taken and proposed to be taken by the Company in connection with the authorization and issuance of the Shares as contemplated by the Plan and as described in the Registration Statement. For purposes of this opinion letter, and except to the extent set forth in the opinion expressed below, we have assumed that all such proceedings have been or will be timely completed in the manner contemplated by the Plan, and as presently proposed in the Registration Statement.

For purposes of issuing the opinion hereinafter expressed, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction as being true copies of (i) the Registration Statement, (ii) the Plan, (iii) the Company's articles of incorporation and bylaws, each as amended to date, and (iv) such other agreements, instruments, corporate records and other documents as we have deemed necessary or appropriate. We have also obtained from officers and other representatives and agents of the Company and from public officials, and have relied upon, such certificates, representations and assurances, and public filings, as we have deemed necessary or appropriate for the purpose of issuing this opinion letter.

Without limiting the generality of the foregoing, we have, with your permission, assumed without independent verification that (i) each natural person executing any of the documents we reviewed has sufficient legal capacity to do so; (ii) all documents submitted to us as originals are authentic, the signatures on all documents we reviewed are genuine, and all documents submitted to us as certified, conformed, photostatic, electronic or facsimile copies conform to the original document; (iii) all corporate records made available to us by the Company, and all public records we have reviewed, are accurate and complete; and (iv) after any issuance of the Shares, the total number of issued and outstanding shares of Common Stock, together with the total number of shares of Common Stock then reserved for issuance or obligated to be issued by the Company pursuant to any agreement or arrangement or otherwise, including the Plan, will not exceed the total number of shares of Common Stock then authorized under the Company's articles of incorporation.

www.bhfs.com

Medicine Man Technologies, Inc.

May 19, 2022

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We are qualified to practice law in the State of Nevada. The opinion set forth herein is expressly limited to and based exclusively on the general corporate laws of the State of Nevada, and we do not purport to be experts on, or to express any opinion with respect to the applicability thereto or the effect thereon of, the laws of any other jurisdiction. We express no opinion concerning, and we assume no responsibility as to laws or judicial decisions related to, or any orders, consents or other authorizations or approvals as may be required by, any federal laws, rules or regulations, including, without limitation, any federal securities laws, rules or regulations, or any state securities or "blue sky" laws, rules or regulations.

Based on the foregoing and in reliance thereon, and having regard to legal considerations and other information that we deem relevant, we are of the opinion that the Shares have been duly authorized by the Company and if, when and to the extent any Shares are issued in accordance with all applicable terms and conditions set forth in the Plan and in exchange for the consideration required thereunder, and as described in the Registration Statement, such Shares will be validly issued, fully paid and non-assessable.

The opinion expressed herein is based upon the applicable laws of the State of Nevada and the facts in existence on the date of this opinion letter. In delivering this opinion letter to you, we disclaim any obligation to update or supplement the opinion set forth herein or to apprise you of any changes in any laws or facts after such time as the Registration Statement is declared effective. No opinion is offered or implied as to any matter, and no inference may be drawn, beyond the strict scope of the specific issues expressly addressed by the opinion set forth herein.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Brownstein Hyatt Farber Schreck, LLP

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 and the related prospectuses of Medicine Man Technologies, Inc. of:

- Our report dated March 29, 2022 relating to the financial statements of MCG, LLC for the year ended December 31, 2020 appearing in Exhibit 99.2 to Amendment No. 1 to Current Report on Form 8-K of Medicine Man Technologies, Inc filed on March 30, 2022;
- Our report dated March 29, 2022 relating to the consolidated financial statements of Reynold Greenleaf and Associates, LLC and Subsidiaries for the year ended December 31, 2020 appearing in Exhibit 99.2 to Amendment No. 1 to Current Report on Form 8-K of Medicine Man Technologies, Inc. filed on March 30, 2022; and
- Our report dated March 30, 2022 relating to the consolidated financial statements of Medicine Man Technologies, Inc. and its subsidiaries, appearing in the Annual Report on Form 10-K of Medicine Man Technologies, Inc. for the year ended December 31, 2021.

/s/ BF Borgers CPA PC
Certified Public Accountants
Lakewood, Colorado
May 19, 2022

CALCULATION OF FILING FEE TABLE

Form S-8
(Form Type)

Medicine Man Technologies, Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered (1)	Proposed Maximum Offering Price Per Unit (3)	Maximum Aggregate Offering Price (3)	Fee Rate	Amount of registration fee
Equity	Common Stock, par value \$0.001 per share	Other	15,000,000 (2)	\$1.62	\$24,300,000	\$92.70 per \$1,000,000	\$2,252.61
Total Offering Amounts							\$2,252.61
Total Fee Offsets							—
Net Fee Due							\$2,252.61

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), the Registration Statement to which this exhibit is attached also covers an indeterminate number of additional shares of Common Stock which may become available for issuance to cover possible adjustments under the Plan, for example, by reason of stock dividends, stock splits, recapitalizations or other similar transactions.
- (2) Represents an additional 15,000,000 shares of common stock, par value \$0.001 per share (the “Common Stock”), issuable under the Medicine Man Technologies, Inc. 2017 Equity Incentive Plan, as amended (the “Plan”) as a result of an amendment to the Plan. The Registrant previously filed a Registration Statement on Form S-8 (No. 333-218662) with respect to shares initially issuable under the Plan, and a Registration Statement on Form S-8 (No. 333-225947) with respect to additional shares issuable under the Plan following a prior amendment to the Plan.
- (3) Estimated pursuant to Rules 457(c) and 457(h) under the Securities Act, solely for the purpose of computing the registration fee where the offering price for share cannot be determined, based on the average bid and asked prices for the Common Stock as reported on the OTCQX on May 12, 2022, which date is within five business days prior to filing this Registration Statement.