

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marrone Bio Innovations, Inc.		08/20/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ivy Investment Management Company		
Street Address:	6300 Lamar Avenue		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	77392229	REGALIA	
Serial Number:	77708560	ZEQUANOX	
Serial Number:	77728115	MARRONE BIO INNOVATIONS	
Serial Number:	77900824	MARRONE BIO INNOVATIONS	
Serial Number:	77166642	MARRONE ORGANIC INNOVATIONS	
Serial Number:	85552932	REGALIA	
Serial Number:	85593230	OPPORTUNE	
Serial Number:	85599379	VENERATE	
Serial Number:	85982357	VENERATE	
Serial Number:	85693173	GRANDEVO	
Serial Number:	85977522	GRANDEVO	
Serial Number:	86080650	PACESETTER	
Serial Number:	86080783	OPPORTUNE	
Serial Number:	86081419	V VENERATE	
Serial Number:	86975445	V VENERATE	
Serial Number:	86205980	HAVEN	
Serial Number:	86381731	GRANDEVO	
Serial Number:	86381724	ZEQUANOX	
Serial Number:	86381732	GRANDEVO	

CH \$540.00 77392229

Property Type	Number	Word Mark
Serial Number:	86367299	REGALIA
Serial Number:	86372590	REGALIA

CORRESPONDENCE DATA

Fax Number: 3128278185
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.
Email: valerie.swanson@klgates.com
Correspondent Name: K&L Gates LLP
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	0302235-824
NAME OF SUBMITTER:	Donald Bingham
SIGNATURE:	/Donald Bingham/
DATE SIGNED:	08/21/2015

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 20, 2015 by and between IVY INVESTMENT MANAGEMENT COMPANY, a Delaware corporation ("Agent") and MARRONE BIO INNOVATIONS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Ivy Science & Technology Fund, Waddell & Reed Advisors Science & Technology Fund and Ivy Funds VIP Science & Technology ("Purchasers") have agreed to purchase certain notes (the "Notes") from Grantor in the amounts and manner set forth in that certain Note Purchase Agreement by and among Purchasers and Grantor dated as of August 20, 2015 (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used herein are used as defined in the Purchase Agreement).

B. Purchasers are willing to purchase the Notes from Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of Purchasers, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes.

C. Pursuant to the terms of that certain Security Agreement dated as of August 20, 2015 (the "Security Agreement") between Grantor, Agent and Purchasers, Grantor has granted to Agent, for the benefit of Purchasers, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

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 Notes and all other agreements now existing or hereafter arising among Purchasers, Grantor and Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations (as defined in the Notes), Grantor grants and pledges to Agent, for the benefit of Purchasers, a security interest in all of Grantor's right, title and interest in, to and under its "Intellectual Property" as defined in that certain Intercreditor Agreement dated as of August 20, 2015 (the "Intercreditor Agreement") among Agent, Gordon Snyder, an individual, and Grantor (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all goodwill associated therewith, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; *provided that* notwithstanding anything herein to the contrary, in no event shall the Grantor be deemed to have granted a security interest in, any of the Grantor's right, title or interest in any lease, license, contract, or agreement, as such, or the assets subject thereto, if under the terms of such lease, license, contract, or agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein or in such assets to the Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such lease, license, contract, or agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided that the foregoing exclusion shall in no way be (A) construed to apply if any such prohibition would be rendered ineffective under the UCC or other applicable law or principles of equity, (B) construed so as to limit, impair or otherwise affect the Agent's unconditional continuing security interests in and liens upon any rights or interests of the Grantor in or to the proceeds thereof, including monies due or to become due under any such lease, license, contract, or agreement (including any Accounts), in each case, that are not subject to such prohibitions, or (C) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "Collateral" shall include any portion of such lease, license, contract, agreement or assets subject thereto that does not result in such prohibition.

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in

addition to those set forth in the Security Agreement and the other Transaction Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security Agreement or any of the Transaction Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.


Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

Address of Grantor:

GRANTOR:

MARRONE BIO INNOVATIONS, INC.

By: 
Name: Pamela G. Marrone
Title: Chief Executive Officer

Address of Agent:

AGENT:

IVY INVESTMENT MANAGEMENT CORP.

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.

Address of Grantor:

GRANTOR:

MARRONE BIO INNOVATIONS, INC.

By: _____

Name: Pamela G. Marrone

Title: Chief Executive Officer

Address of Agent:

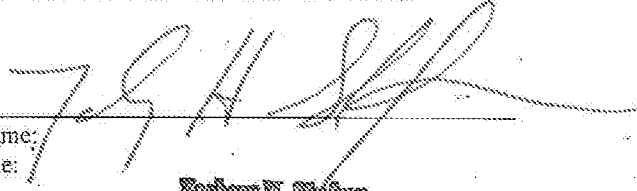
AGENT:

IVY INVESTMENT MANAGEMENT CORP.

By: _____

Name:

Title:



Anthony M. Stabile
Gen. Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents and Patent applications

[See attached]

Matter	Sub 5	Filing	Title	Application #	Application Date	Publication #	Publication Date	Patent #	Issue Date
Filed	US	9/5/2014 0:00	CHROMOBACTERIUM SUBSTUGAE GENES	62/046,672	9/5/2014 0:00				
Filed	US	9/11/2014 0:00	CHROMOBACTERIUM SUBSTUGAE GENOME	62/049,016	9/11/2014 0:00				
Filed	US	10/6/2014 0:00	GRANULE FORMULATIONS AS BIOCHEMICAL AGRICULTURAL PRODUCTS	62/060,447	10/6/2014 0:00				
Filed	US	1/22/2015 0:00	BACILLUS MEGATERIUM USES AS DROUGHT/SALT TOLERANCE INDUCER	62/106,634	1/22/2015 0:00				
Published	US	9/23/2013 0:00	MUSCODOR ALBUS STRAIN PRODUCING VOLATILE ORGANIC COMPOUNDS AND	14/034,353	9/23/2013 0:00	US-2014-0086879-A1	3/27/2014 0:00		
Published	US	11/5/2013 0:00	COMPOSITIONS AND METHODS FOR MODULATING PLANT PARASITIC	14/072,691	11/5/2013 0:00	US-2014-0056853-A1	2/27/2014 0:00	8,951,585	2/10/2015 0:00
Published	US	14/581,880	COMPOSITIONS AND METHODS FOR MODULATING PLANT PARASITIC	14/581,880	12/23/2014 0:00	US-2015-0118192 A1	4/30/2015 0:00		
Filed	US	62/133,035	GRANULE FORMULATIONS AS BIOCHEMICAL AGRICULTURAL PRODUCTS	62/133,035	3/13/2015 0:00				
Filed	US	62/146,279	Novel insecticidal Proteins	62/146,279	4/11/2015 0:00				
Filed	US	62/167,860	USE OF PROTEINS TO CONTROL MOLLUSCS	62/167,860	5/28/2015 0:00				
Issued	US	12/650,315	USES OF THAXTOMIN AND THAXTOMIN COMPOSITIONS AS HERBICIDES	12/650,315	12/30/2009 0:00	US-2010-0167930 A1	7/1/2010 0:00	8,476,195	7/2/2013 0:00
Issued	US	13/553,677	USES OF THAXTOMIN AND THAXTOMIN COMPOSITIONS AS HERBICIDES	13/553,677	7/19/2012 0:00	US-2013-0190175 A1	7/25/2013 0:00	8,822,381	9/2/2014 0:00
Published	US	14/447,617	USES OF THAXTOMIN AND THAXTOMIN COMPOSITIONS AS HERBICIDES	14/447,617	7/31/2014 0:00	US-2014-0342909-A1	11/20/2014 0:00		
Published	US	13/841,606	USES OF THAXTOMIN AND THAXTOMIN COMPOSITIONS AS HERBICIDES	13/841,606	3/15/2013 0:00	US-2013-0217573 A1	8/22/2013 0:00	9,066,516	6/30/2015 0:00
Published	US	13/932,057	USES OF THAXTOMIN AND THAXTOMIN COMPOSITIONS AS HERBICIDES	13/932,057	7/1/2013 0:00	US-2013-0296169 A1	11/7/2013 0:00		
Published	US	13/932,073	USES OF THAXTOMIN AND THAXTOMIN COMPOSITIONS AS HERBICIDES	13/932,073	7/1/2013 0:00	US-2013-0288896 A1	10/31/2013 0:00		
Issued	US	12/840,106	USE OF SARMENTINE AND ITS ANALOGS FOR CONTROLLING PLANT PESTS	12/840,106	7/20/2010 0:00	US-2011-0021358 A1	1/27/2011 0:00	8,466,192	6/18/2013 0:00
Issued	US	13/919,019	USE OF SARMENTINE AND ITS ANALOGS FOR CONTROLLING PLANT PESTS	13/919,019	6/17/2013 0:00	US-2013-0281294 A1	10/24/2013 0:00	8,957,000	2/17/2015 0:00
Published	US	14/587,929	USE OF SARMENTINE AND ITS ANALOGS FOR CONTROLLING PLANT PESTS	14/587,929	12/31/2014 0:00	US-2015-0111749 A1	4/23/2015 0:00		
Published	US	13/844,053	CHEMICAL AND BIOLOGICAL AGENTS FOR THE CONTROL OF MOLLUSCS	13/844,053	3/15/2013 0:00	US-2013-0196013 A1	8/1/2013 0:00		
Issued	US	13/716,483	CHEMICAL AND BIOLOGICAL AGENTS FOR THE CONTROL OF MOLLUSCS	13/716,483	12/17/2012 0:00	US-2013-0121978 A1	5/16/2013 0:00	8,968,723	3/3/2015 0:00
Filed	US	14/604,514	CHEMICAL AND BIOLOGICAL AGENTS FOR THE CONTROL OF MOLLUSCS	14/604,514	1/23/2015 0:00				
Published	US	12/761,382	USE OF THAXTOMIN FOR SELECTIVE CONTROL OF RICE AND AQUATIC BASED	12/761,382	4/15/2010 0:00	US-2010-0267560 A1	10/21/2010 0:00		
Issued	US	12/845,883	PLANT PATHOGEN INHIBITOR COMBINATIONS AND METHODS OF USE	12/845,883	7/29/2010 0:00	US-2011-0028500 A1	2/3/2011 0:00	8,889,197	11/18/2014 0:00
Issued	US	14/081,350	PLANT PATHOGEN INHIBITOR COMBINATIONS AND METHODS OF USE	14/081,350	11/15/2013 0:00	US-2014-0073675-A1	3/13/2014 0:00	8,883,227	11/11/2014 0:00
Published	US	12/897,776	ANTHROQUINONE CONTAINING DERIVATIVES AS BIOCHEMICAL AGRICULTURAL	12/897,776	10/4/2010 0:00	US-2011-0082215 A1	4/7/2011 0:00		
Published	US	13/094,575	ISOLATED BACTERIAL STRAIN OF THE GENUS BURKHOLDERIA AND PESTICIDAL	13/094,575	2/24/2011 0:00	US-2011-0207604 A1	8/25/2011 0:00		
Published	US	13/843,971	ISOLATED BACTERIAL STRAIN OF THE GENUS BURKHOLDERIA AND PESTICIDAL	13/843,971	3/15/2013 0:00	US-2014-0073501-A1	3/13/2014 0:00	8,822,193	9/2/2014 0:00
Published	US	14/336,601	ISOLATED BACTERIAL STRAIN OF THE GENUS BURKHOLDERIA AND PESTICIDAL	14/336,601	7/21/2014 0:00	US-2014-0364312-A1	12/11/2014 0:00		
Published	US	14/548,824	USE OF BURKHOLDERIA FORMULATIONS, COMPOSITIONS AND COMPOUNDS	14/548,824	11/20/2014 0:00	US-2015-0079043-A1	3/19/2015 0:00		
Issued	US	13/280,311	CHROMOBACTERIUM BIOACTIVE COMPOSITIONS AND METABOLITES	13/280,311	10/24/2011 0:00	US-2012-0100236 A1	4/26/2012 0:00	8,715,754	5/6/2014 0:00
Published	US	14/213,896	CHROMOBACTERIUM BIOACTIVE COMPOSITIONS AND METABOLITES	14/213,896	3/14/2014 0:00	US-2014-0199269 A1	7/17/2014 0:00		
Published	US	14/293,728	CHROMOBACTERIUM BIOACTIVE COMPOSITIONS AND METABOLITES	14/293,728	6/2/2014 0:00	US-2014-0303075-A1	10/9/2014 0:00		
Published	US	13/288,864	COMPOSITIONS CONTAINING ANTHRAQUINONE DERIVATIVES AS GROWTH	13/288,864	11/3/2011 0:00	US-2012-0115728 A1	5/10/2012 0:00	8,658,567	2/25/2014 0:00
Published	US	14/148,566	COMPOSITIONS CONTAINING ANTHRAQUINONE DERIVATIVES AS GROWTH	14/148,566	1/6/2014 0:00	US-2014-0116307-A1	5/1/2014 0:00		
Published	US	13/294,918	AGENTS FOR THE CONTROL OF LIMNOPERNA SP.	13/294,918	11/11/2011 0:00	US-2012-0121745 A1	5/17/2012 0:00		
Published	US	14/343,836	CHROMOBACTERIUM FORMULATIONS, COMPOSITIONS, METABOLITES AND	14/343,836	3/7/2014 0:00	US-2014-0227228-A1	8/14/2014 0:00		
Published	US	14/238,467	ISOLATED BACTERIAL STRAIN OF THE GENUS BURKHOLDERIA AND PESTICIDAL	14/238,467	2/11/2014 0:00	US-2014-0221207-A1	8/7/2014 0:00		
Published	US	14/376,696	CONTROL OF PHYTOPATHOGENIC MICROORGANISMS WITH PSEUDOMONAS	14/376,696	8/5/2014 0:00	US-2015-0030577-A1	1/29/2015 0:00		
Published	US	13/832,624	PESTICIDAL FLAVOBACTERIUM STRAIN AND BIOACTIVE COMPOSITIONS,	13/832,624	9/3/2013 0:00	US-2015-0031534-A1	1/29/2015 0:00		
Issued	US	13/832,407	BACILLUS MEGATERIUM BIOACTIVE COMPOSITIONS AND METABOLITES	13/832,407	3/15/2013 0:00	US-2014-0051571-A1	2/20/2014 0:00	9,084,428	7/21/2015 0:00
Filed	US	14/738,772	BACILLUS MEGATERIUM BIOACTIVE COMPOSITIONS AND METABOLITES	14/738,772	6/12/2015 0:00				
Allowed	US	13/835,677	BACILLUS SP STRAIN WITH ANTIFUNGAL, ANTIBACTERIAL, AND GROWTH	13/835,677	3/15/2013 0:00	US-2014-0128256-A1	5/8/2014 0:00		
Filed	US	14/814,122	BACILLUS SP STRAIN WITH ANTIFUNGAL, ANTIBACTERIAL, AND GROWTH	14/814,122	7/30/2015 0:00				
Filed	US	14/789,742	MUSCODOR ALBUS STRAIN PRODUCING VOLATILE ORGANIC COMPOUNDS AND	14/789,742	7/1/2015 0:00				
Allowed	US	13/841,963	PLANT GLUTAMINE SYNTHETASE INHIBITORS AND METHODS FOR THEIR	13/841,963	3/15/2013 0:00	US-2014-0113816-A1	4/24/2014 0:00		
Issued	US	13/837,353	USE OF PROTEINS ISOLATED FROM PSEUDOMONAS TO CONTROL MOLLUSCS	13/837,353	3/15/2013 0:00			8,728,754	5/20/2014 0:00
Issued	US	13/840,975	TOTAL SYNTHESIS OF THAXTOMIN A ANALOGUES AND THEIR INTERMEDIATES	13/840,975	3/15/2013 0:00	US-2014-0275541-A1	9/18/2014 0:00	8,993,762	3/31/2015 0:00
Issued	US	13/842,981	USE OF CHROMOBACTERIUM SUBSTUGAE FORMULATIONS, COMPOSITIONS	13/842,981	3/15/2013 0:00			8,808,719	8/19/2014 0:00

Published

US

USE OF CHROMOBACTERIUM SUBSTITUGAE FORMULATIONS, COMPOSITIONS

14/330,529

7/14/2014 0:00 US-2014-0322171-A1

10/30/2014 0:00

EXHIBIT C

Trademarks

[See attached]

<u>Case No.</u>	<u>Client Case No.</u>	<u>Country</u>	<u>Status</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Issue/Reg Date</u>	<u>Pat/Reg. No.</u>	<u>Title or Mark</u>
MBIL:3005	MOI-REGALLIA-TM-US-5	US	Registered	2/8/2008	77/392,229	Registered 05/26/2009	3,628,115	REGALLIA
MBIL:3006	MOI-ZEQUANOX-TM-US	US	Registered	4/7/2009	77/708,560	Registered 11/15/2011	4,056,696	ZEQUANOX
MBIL:3007	MOI-MBI-TM-US	US	Registered	5/4/2009	77/728,115	Registered 05/11/2010	3,786,892	MARRONE BIO INNOVATIONS
MBIL:3008	MOI-MBI-TM-LOGO-US	US	Registered	12/24/2009	77/900,824	Registered 08/03/2010	3,827,825	MARRONE BIO INNOVATIONS (logo)
MBIL:3004	MOI-MOI-TM-LOGO-US	US	Registered	4/26/2007	77/166,642	Registered 05/06/2008	3,423,840	MARRONE ORGANIC INNOVATIONS (logo)
MBIL:3011	MOI-REGALLIA-TM-US-1	US	Registered	2/25/2012	85/552,932	Registered 10/02/2012	4,217,548	REGALLIA
MBIL:3012	MOI-OPPORTUNE-TM-US	US	Registered	4/10/2012	85/593,230	Registered 09/02/2014	4,597,626	OPPORTUNE
MBIL:3013	MOI-VENERATE-TM-US	US	Allowed	4/16/2012	85/599,379	Allowed	None	VENERATE
MBIL:3013DIV	MOI-VENERATE-TM-US	US	Registered	4/16/2012	85/982,357	Registered 09/02/2014	4,598,579	VENERATE
MBIL:3014	MOI-GRANDEVO-TM-US-SEEDCOAT	US	Allowed	8/1/2012	85/693,173	Allowed	None	GRANDEVO

MBIL:3015	MOI-GRANDEVO-TM-US	US	Registered	11/26/2011	85/977,522	Registered 10/16/2012	4,227,969	GRANDEVO
MBIL:3016	MOI-PACESETTER-TM-US	US	Allowed	10/2/2013	86/080,650	Allowed	None	PACESETTER
MBIL:3017	MOI-OPPORTUNE-TM-LOGO-US	US	Allowed	10/2/2013	86/080,783	Allowed	None	OPPORTUNE
MBIL:3018	MOI-VENERATE-TM-LOGO-US	US	Allowed	10/3/2013	86/081,419	Allowed	None	V VENERATE
MBIL:3018DIV	MOI-VENERATE-TM-LOGO-US	US	Registered	10/3/2013	86/975,445	Registered 09/30/2014	4,615,336	V VENERATE
MBIL:3019	MOI-HAVEN-TM-US-1&5	US	Allowed	2/27/2014	86/205,980	Allowed	None	HAVEN
MBIL:3020		US	Allowed	8/30/2014	86/381,731	Allowed	None	GRANDEVO
MBIL:3021		US	Registered	8/30/2014	86/381,724	Registered 04/07/2015	4,716,320	ZEGUANOX (Logo)
MBIL:3022		US	Registered	8/30/2014	86/381,732	Registered 04/07/2015	4,716,321	GRANDEVO (Logo) CI:5
MBIL:3023		US	Registered	8/14/2014	86/367,299	Registered 03/31/2015	4,712,210	REGALLIA (Logo) CI:5
MBIL:3024		US	Registered	8/20/2014	86/372,590	Registered 03/31/2015	4,712,553	REGALLIA (Logo) CI:1

TRADEMARK

REEL: 005604 FRAME: 0869

RECORDED: 08/21/2015