

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OH MY GREEN, INC.		06/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4454462	OH MY GREEN	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<i>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.</i>			
Phone:	703-760-7360		
Email:	hcheng@mofo.com		
Correspondent Name:	Hsiao-Ting Cheng		
Address Line 1:	1650 Tysons Boulevard, Suite 400		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	27292-190		
NAME OF SUBMITTER:	Min Heo		
SIGNATURE:	/Min Heo/		
DATE SIGNED:	07/05/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2018 (“*Trademark Security Agreement*”), made by OH MY GREEN, INC. (the “*Trademark Grantor*”), is in favor of SILICON VALLEY BANK, (the “*Bank*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantor is party to a Loan and Security Agreement, dated as of February 16, 2017 (as the same may from time to time be amended, modified, supplemented or restated, the “*Loan Agreement*”), pursuant to which the Trademark Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement);

WHEREAS, pursuant to the terms of the Loan Agreement, the Trademark Grantor has created in favor of the Bank a security interest in, and the Bank has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Lender to continue their respective extensions of credit to the Trademark Grantor thereunder, the Trademark Grantor hereby grants to the Bank, a security interest in all of the following property now owned or at any time hereafter acquired by the Trademark Grantor or in which the Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations:

(a) all registered and applied for trademarks, service marks and applications therefore, whether registered or not, including all continuations, renewals, reissues, extensions and continuations-in-part of the same (the “*Trademarks*”), of such Trademark Grantor in the United States Patent and Trademark Office, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the the goodwill of the business of the Trademark Grantor connected with and symbolized thereby; and

(d) to the extent not covered by **clause (a)**, and any claims for damage by way of any past, present or future infringement of any of the foregoing.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Loan Agreement, and the Trademark Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan Agreement. In the event that any provision of this

Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.


The Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, THE Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.
OH MY GREEN, INC.

By:  _____

Name: Michael Heinrich
Title: CEO and Founder

Accepted and Agreed:

SILICON VALLEY BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, THE Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

OH MY GREEN, INC.

By: _____

Name:

Title:

Accepted and Agreed:

SILICON VALLEY BANK

By: *Holly Dunagan* _____

Name: *Holly Dunagan*

Title: *Vod*

TRADEMARKS

Trademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
OH MY GREEN	4454462	Dec. 24, 2013	Oh My Green