

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DECISIVE FARMING CORP.		03/27/2018	Corporation: ALBERTA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87271883	OPTIMIZE RX	
Serial Number:	87527673	DECISIVE	
Registration Number:	5346725	MY FARM MANAGER	
Registration Number:	5346724	ALL OF YOUR FARM. ALL IN ONE PLACE.	
Registration Number:	5052524	DECISIVE FARMING	
Serial Number:	86924741	CROPTIVITY	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1900		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		

CH \$165.00 87271883

DATE SIGNED:	05/03/2018
---------------------	------------

Total Attachments: 6

source=EXECUTED - Intellectual Property Security Agreement (Decisive Farming)#page1.tif

source=EXECUTED - Intellectual Property Security Agreement (Decisive Farming)#page2.tif

source=EXECUTED - Intellectual Property Security Agreement (Decisive Farming)#page3.tif

source=EXECUTED - Intellectual Property Security Agreement (Decisive Farming)#page4.tif

source=EXECUTED - Intellectual Property Security Agreement (Decisive Farming)#page5.tif

source=EXECUTED - Intellectual Property Security Agreement (Decisive Farming)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 27, 2018 (as the same may from time to time be amended, restated, modified or supplemented, this "**Agreement**") by and between **COMERICA BANK** ("**Bank**") and **DECISIVE FARMING CORP.**, a company organized under laws of Alberta ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated as of March 21, 2018 (as the same may from time to time be amended, restated, modified or supplemented, the "**Loan Agreement**").

B. Pursuant to the terms of that certain General Security Agreement dated as of the date hereof by Grantor in favor of Bank (as as the same may from time to time be amended, restated, modified or supplemented, the "**Security Agreement**"; capitalized terms used herein are used as defined in the Security Agreement), Grantor has granted to Bank 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 including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement and otherwise.

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 Guaranty and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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 rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and related documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or the Security Agreement, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security Agreement or any of the other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


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.

GRANTOR:

Address of Grantor:

334 2nd Street
Irricana, Alberta T0M 1B0, Canada
Attn: JOE DOBSON

DECISIVE FARMING CORP.

By: 
Name: Remi Schmalte
Title: CEO President

BANK:

Address of Bank:

M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

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.

GRANTOR:

Address of Grantor:

334 2nd Street
Irricana, Alberta T0M 1B0, Canada
Attn: _____

DECISIVE FARMING CORP.

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: Omer Ahmed
Name: OMER AHMED
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
--------------------	--------------------------------	--------------------------

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
Variable Zone Crop-Specific Inputs Prescription Method and Systems Therefor	02663917	2014/12/13
Agricultural Enterprise Management Method and System	2967518	2018/03/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
OPTIMIZE RX	TMA855,449	09/09/2014
RUNTIME	TMA933,713	04/05/2016
MY FARM MANAGER	TMA809,950	10/25/2011
ALL OF YOUR FARM. ALL IN ONE PLACE.	TMA911,916	08/20/15
DECISIVE FARMING	TMA855,450	09/09/2014
CURLINGTOWN	TMA947,227	08/24/2019
AUTORATE	TMA957,632	12/09/2016
<u>USA</u>		
OPTIMIZE RX	87/271,883	12/16/16
DECISIVE	87/527,673	07/13/17
MY FARM MANAGER	5,346,725	08/02/15
ALL OF YOUR FARM. ALL IN ONE PLACE.	5,346,724	07/31/15
DECISIVE FARMING	5,052,524	10/04/16
CROPTIVITY	86/924,741	03/01/16