

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM486766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Precision AgriTechnologies LLC		05/09/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Arrow Electronics, Inc.		
Street Address:	9201 E. Dry Creek Road		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5197051	LOCAL ROOTS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	docket@hollandhart.com		
Correspondent Name:	Jeff D. Larson		
Address Line 1:	P.O. Box 8749		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	75755.1520		
NAME OF SUBMITTER:	Jeff D. Larson		
SIGNATURE:	/Jeff D. Larson/		
DATE SIGNED:	08/20/2018		
Total Attachments: 6			
source=Local Roots - countersigned Note_Redacted#page1.tif			
source=Local Roots - countersigned Note_Redacted#page2.tif			
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SECURED PROMISSORY NOTE

THIS SECURED PROMISSORY NOTE (THIS "NOTE") HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND LAWS.

New York, New York
Effective as of May 9, 2016

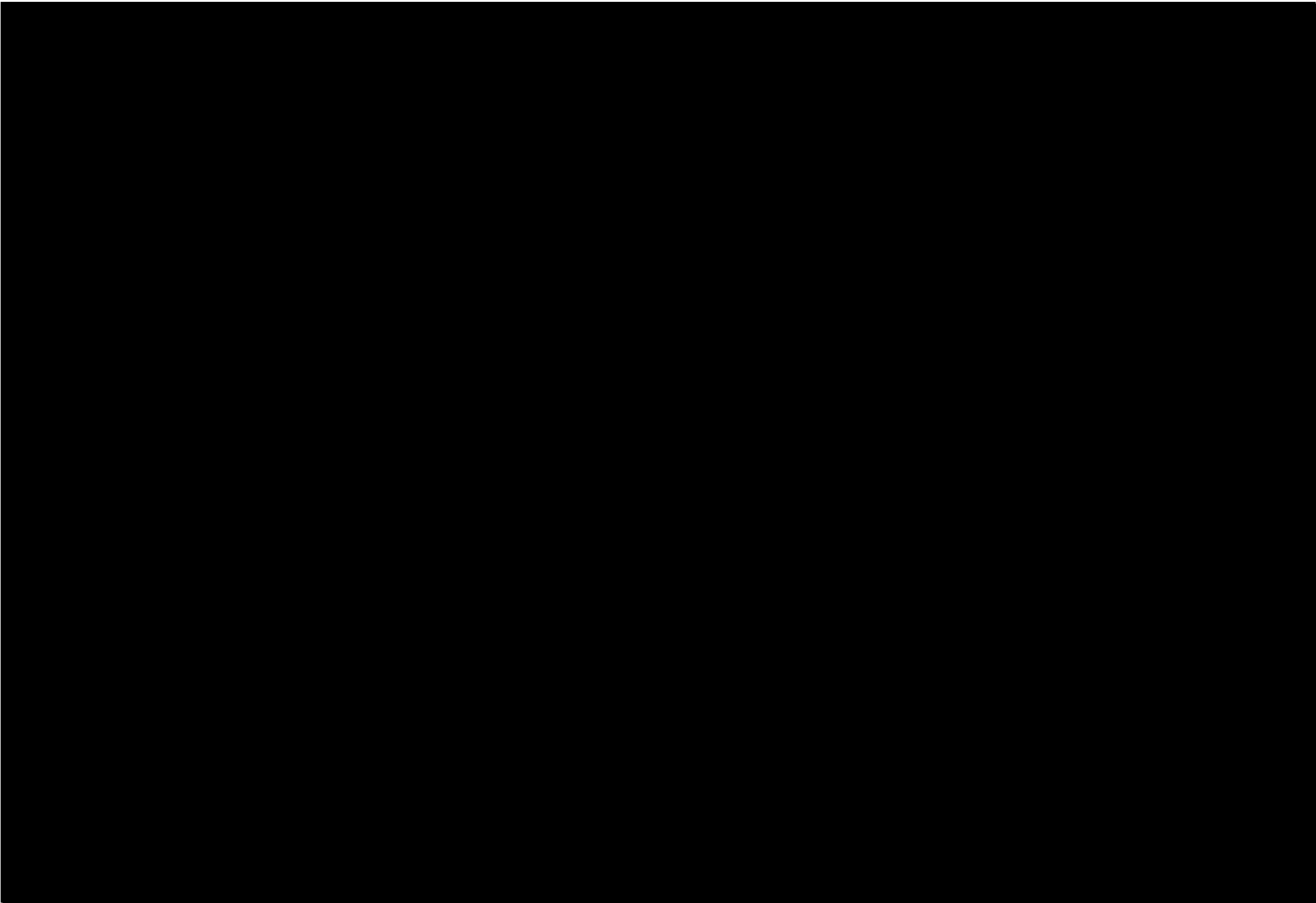
FOR VALUE RECEIVED, Precision AgriTechnologies LLC D/B/A Local Roots Farms, a California limited liability company ("Borrower"), hereby promises to pay to the order of Arrow Electronics, Inc., a New York corporation ("Lender" and together with Borrower, the "Parties" and each, a "Party"), the aggregate principal amount of all Advances (as defined below), together with any accrued and unpaid interest thereon (collectively, the "Loans").

[REDACTED]

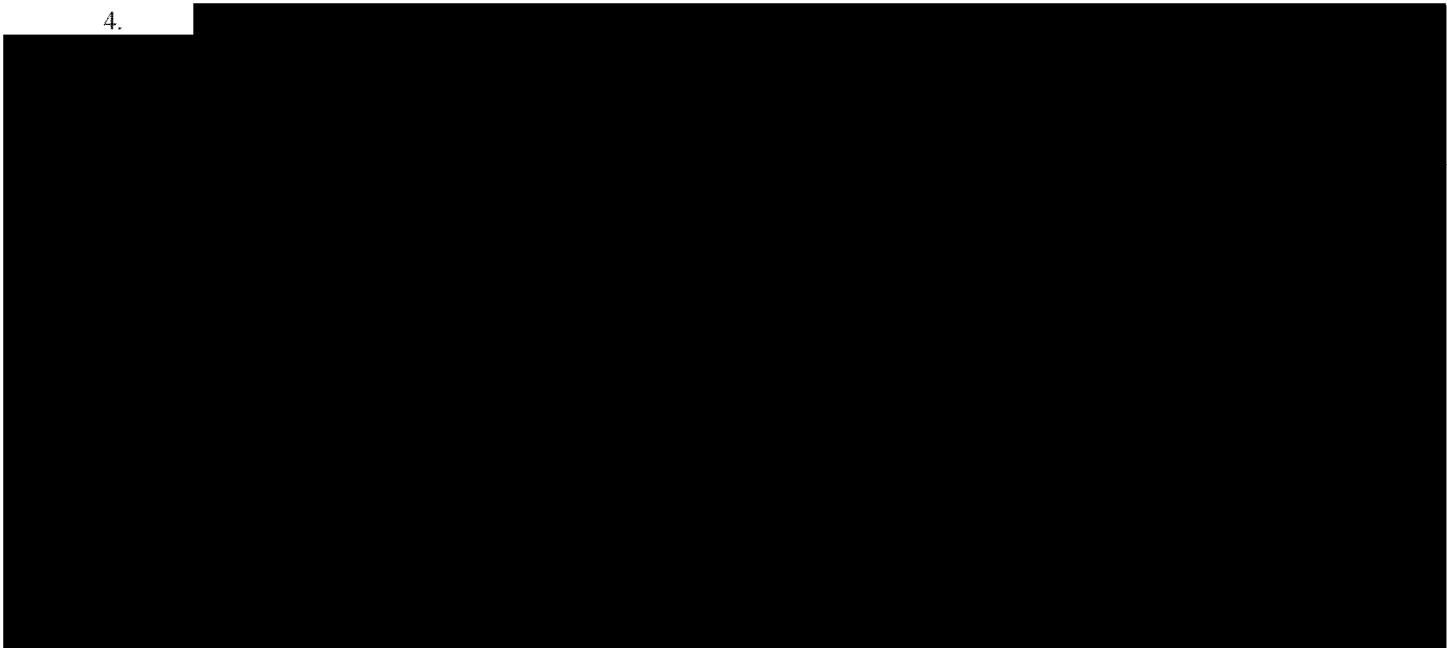
1. [REDACTED]

2. [REDACTED]

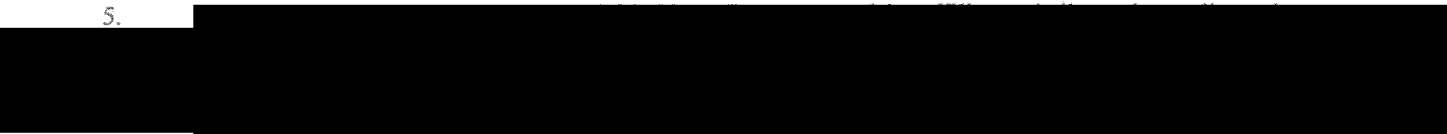
3. [REDACTED]



4.



5.



[REDACTED]

6. [REDACTED]

[REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

10. Security.

a. In order to induce Lender to enter into this Note and to make the financial accommodations described in this Note and to secure the performance of its Secured Obligations (as defined below), Borrower hereby unconditionally grants, collaterally assigns and pledges to Lender a first priority continuing security interest in, and a right to set off against, any and all right, title and interest of Borrower in and to all of the following, whether now owned or existing or owned, acquired or arising after the date of this Note (each as defined in the Uniform Commercial Code from time to time in effect in the State of New York the "UCC") (collectively, the "Collateral"): any and all "Accounts", "Chattel paper", "Commercial tort claims", contracts to which Borrower is a party (including, without limitation, Borrower's rights thereunder), "Deposit accounts", "Documents", "General intangibles", "Goods" (including, without limitation, any and all "Inventory", any and all "Equipment" and any and all "Fixtures"), "Instruments", "Investment property", "Letter-of-credit rights" and "Supporting obligations", any and all other personal property and interests whether or not subject to the UCC, any and all books and records, in whatever form or medium, all "Accessions" and additions to, and substitutions and replacements of, any and all of the foregoing, and all "Proceeds" and products of the foregoing, and all insurance pertaining to the foregoing and proceeds thereof. With respect to commercial tort claims, Borrower has attached to this Note a description of all commercial tort claims in which it has rights on the date of this Note. Borrower covenants that it will promptly, and in any event no less than thirty (30) days after obtaining rights in a commercial tort claim after the date hereof, notify Lender of the existence of that commercial tort claim, including a description thereof, and execute an amendment to this Note granting Lender a security interest in such commercial tort claim.

b. [REDACTED]

11. [REDACTED]

12.

13.

14.

a.

b.

c.

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e.

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m.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Secured Promissory Note as of the date first written above.

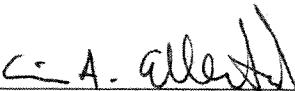
LENDER

Arrow Electronics, Inc.

By: 
Name: Mike Fassula
Title: Manager of Credit

BORROWER

Precision AgriTechnologies LLC D/B/A Local Roots Farms

By: 
Name: Eric Ellestad
Title: CEO