

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526220

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIBO TECHNOLOGIES, INC.		05/31/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88156880	DIGITALCROP	
<b>Serial Number:</b>	88156876	CROPSAGE	
<b>Serial Number:</b>	86823944	CIBO TECHNOLOGIES	
<b>Serial Number:</b>	86823941	CIBO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>			
<b>Phone:</b>	(919) 314-3114		
<b>Email:</b>	diligencereview@pacwest.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	/NICHOLAS NANCE-JLT/		
<b>DATE SIGNED:</b>	06/04/2019		
<b>Total Attachments: 7</b>			

CH \$115.00 88156880

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 31, 2019 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*"), and CIBO TECHNOLOGIES, INC., a Delaware corporation ("*Grantor*").

### **RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of August 8, 2017 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used but not herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that, until Grantor achieves the Series C Financing Event, Grantor grants to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan 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.

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 Loan Agreement 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 to Bank under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property (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; provided that such grant shall be effective only until the occurrence, after the date of this Agreement, of the Series C Financing Event under the Loan Agreement.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan 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 and the other Loan 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 any of the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan 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.

**SIGNATURE PAGE FOLLOWS**

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:

155 Second Street

Cambridge, MA 02141

**CIBO TECHNOLOGIES, INC.**

By: 

Name: Dan Ryan

Title: CEO

**BANK:**

Address of Bank:

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Legal Department

**PACIFIC WESTERN 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:

**CIBO TECHNOLOGIES, INC.**

155 Second Street

By: \_\_\_\_\_

Cambridge, MA 02141

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BANK:**

Address of Bank:

**PACIFIC WESTERN BANK**

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Legal Department

By: *Katherine A. Meeks*

Name: KATHERINE A. MEEKS

Title: VICE PRESIDENT - VENTURE BANKING GROUP

**EXHIBIT A**  
**COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

**EXHIBIT B**

**PATENTS**

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Systems for adjusting agronomic inputs using remote sensing, and related apparatus and methods	15/701,347	9/11/2017
Systems for determining agronomic outputs for a farmable region, and related methods and apparatus	15/701,353	9/11/2017
Identifying and correcting inaccurate agronomic data in crop model	15/873,688	1/17/2018
CiBO's SALUS crop model for simulating kernel number response to abiotic stress	62/838,697	4/25/2019



**EXHIBIT C**  
**TRADEMARKS**

<b><u>Description</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Date</u></b>
DigitalCrop	88156880	10/16/2018
CropSage	88156876	10/16/2018
CiBO Technologies	86823944	11/18/2015
CiBO	86823941	11/18/2015