

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526815

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Marrone Bio Innovations, Inc. | | 06/06/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Ivy Investment Management Company, as Agent | | |
| Street Address: | 6300 Lamar Avenue | | |
| City: | Overland Park | | |
| State/Country: | KANSAS | | |
| Postal Code: | 66202 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5716376 | AMPLITUDE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2138918763 | | |
| <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: | rhonda.deleon@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 355 South Grand Avenue | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071-1560 | | |
| ATTORNEY DOCKET NUMBER: | 052788-0016 | | |
| NAME OF SUBMITTER: | Rhonda DeLeon | | |
| SIGNATURE: | /Rhonda DeLeon/ | | |
| DATE SIGNED: | 06/06/2019 | | |
| Total Attachments: 7 | | | |
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OP \$40.00 5716376

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into on June ~~6th~~ 2019 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, as amended (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 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 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 construed to apply if any such prohibition would be rendered ineffective under the UCC or other applicable law or principles of equity 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 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. This Intellectual Property Security Agreement constitutes a Loan Document (under and as defined in the Note).

Grantor represents and warrants that Exhibits A, B and C attached hereto, together with Exhibits A, B and C attached to that certain Intellectual Property Security Agreement between Grantor and Agent effective as of August 15, 2015 (as modified by (i) that certain Intellectual Property Security Agreement between Grantor and Agent effective as of June 13, 2018, (ii) that certain Intellectual Property Security Agreement between Grantor and Agent effective as of September 13, 2018, and (iii) that certain Intellectual Property Security Agreement between Grantor and Agent effective as of February 27, 2019), 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 each case, as of April 1, 2019 (other than any intent-to-use trademark application for which no "Statement of Use" or "Amendment to Allege Use" has been filed with the United States Patent and Trademark Office).

[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:

MARRONE BIO INNOVATIONS, INC.

By: _____
Name: _____
Title: _____

AGENT:

IVY INVESTMENT MANAGEMENT COMPANY

By: 
Name: ZACHARY H. SHAPIRO
Title: SENIOR VICE PRESIDENT

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:

MARRONE BIO INNOVATIONS, INC.

By: *[Signature]*
Name: LINDA V MOORE
Title: ELP and General Counsel

AGENT:

IVY INVESTMENT MANAGEMENT COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents and Patent Applications

| Title | Application No. Application Date | Patent No. Issue Date |
|---|-------------------------------------|--------------------------|
| Compositions And Methods To Treat Citrus Greening Disease | 16/325,120 02/12/2019 | |
| Algicidal Organisms | 16/325,129 02/12/2019 | |
| Use Of Proteins To Control Molluscs | 16/367,880 03/28/2019 | |

EXHIBIT C

Trademarks

| Mark | International Class(es) | Application No. Filing Date | Registration No. Registration Date |
|-----------|-------------------------|--------------------------------|---------------------------------------|
| AMPLITUDE | 5 | 87489440 14-JUN-2017 | 5716376 02-APR-2019 |