

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528146

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grove Collaborative		05/22/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TriplePoint Venture Growth BDC Corp.
Street Address:	2755 San Hill Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5581162	GROVE COLLABORATIVE
Serial Number:	88114564	GROVE COLLABORATIVE
Serial Number:	88122270	GROVE COLLABORATIVE
Serial Number:	88227302	HONU
Serial Number:	87222595	ROOT 7 COMPLEX
Serial Number:	87331981	ROOT 7 NUTRIENTS
Serial Number:	87296629	ROOT FOR WOMEN
Registration Number:	4773288	ROOTED BEAUTY
Serial Number:	88179979	SEEDLING
Serial Number:	88410490	SEEDLING
Registration Number:	4789623	THIS PRODUCT HELPS WOMEN DISCOVER HOW!

CORRESPONDENCE DATA

Fax Number:

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.

Email: aalwine@mwe.com

Correspondent Name: Judy M. Mohr

Address Line 1: McDermott Will & Emery

Address Line 2: 275 Middlefield Road, Suite 100

Address Line 4: Menlo Park, CALIFORNIA 94025

TRADEMARK

NAME OF SUBMITTER:	Judy M. Mohr
SIGNATURE:	/Judy M. Mohr/
DATE SIGNED:	06/17/2019
Total Attachments: 10 source=Grove1#page1.tif source=Grove1#page2.tif source=Grove1#page3.tif source=Grove1#page4.tif source=Grove1#page5.tif source=Grove1#page6.tif source=Grove1#page7.tif source=Grove1#page8.tif source=Grove1#page9.tif source=Grove1#page10.tif	



FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated May 22, 2019 by and between TriplePoint Venture Growth BDC Corp., a Maryland corporation as Collateral Agent and Grove Collaborative, Inc., a Delaware corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Venture Growth BDC Corp., as Collateral Agent. The words "You" or "Your" refers to the Grantor, which is Grove Collaborative, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Venture Growth BDC Corp., as Collateral Agent and Grove Collaborative, Inc.

B. The Parties entered into an Amended and Restated Plain English Growth Capital Loan and Security Agreement dated May 22, 2019 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, TriplePoint Venture Growth BDC Corp., as Collateral Agent and lender and TriplePoint Capital LLC, as lender, agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of April 2, 2018 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your Secured Obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule C** to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

TRIPLEPOINT VENTURE GROWTH BDC CORP.,
as Collateral Agent

Signature: _____

Print Name: _____

Title: _____

GROVE COLLABORATIVE, INC.

Signature: TR _____

Print Name: Paul Mason _____

Title: VP Business Operations _____

[SIGNATURE PAGE TO FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

**TRIPLEPOINT VENTURE GROWTH BDC CORP.,
as Collateral Agent**

Signature: _____
Print Name: James Labe
Title: CEO

GROVE COLLABORATIVE, INC.

Signature: _____
Print Name: _____
Title: _____

[SIGNATURE PAGE TO FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Grove Collaborative, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Collateral Agent, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Liquid Container	Application Pending; 9/19/2018	29/663,894
Liquid Container	Application Pending; 12/27/2018	29/674/940
Self-Dosing Measuring Cap For a Liquid Container	Application Pending; 12/27/2018	16/233,646

SUPPLEMENT TO SCHEDULE B


To Plain English Intellectual Property Security Agreement
Between Grove Collaborative, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Collateral Agent, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Class/Goods/Services	Status	Registration / Serial Number
GROVE COLLABORATIVE	<p>Class 3: Bath soaps; Hand lotions; Hand soaps; Lip balm; Moisturizing body lotions; Scented oils.</p> <p>Class 4: Candles.</p> <p>Class 5: Hand-sanitizing preparations; Medicated lip balm.</p> <p>Class 21: Cleaning brushes for household use; Cleaning cloths; Cleaning sponges; Scouring pads.</p> <p>Class 24: Dish towels for drying.</p> <p>Class 35: On-line retail store services featuring health, personal care and home goods products.</p>	Registered	Reg. No. 5,581,162
GROVE COLLABORATIVE	<p>Class 3: Laundry detergent; liquid laundry detergent; packs containing laundry detergent; scented room spray; Disposable cleaning wipes; Disposable cleaning wipes impregnated with cleaner; Baby wipes; stain removers; Dishwasher detergents; Dishwasher detergent packs; wrinkle removing spray for clothing; body wash</p> <p>Class 5: Baby diapers</p> <p>Class 8: Compostable and biodegradable cutlery, namely, knives, spoons, forks</p> <p>Class 21: Laundry basket; laundry basket (made from cloth material); dish drying mat (made from cloth</p>	Pending Application	Serial No. 88114564

	material); Biodegradable plates; Biodegradable bowls		
GROVE COLLABORATIVE	<p>Class 3: Bath bombs; Cotton balls for cosmetic purposes; Cotton swabs for cosmetic purposes; cotton pads for cosmetic purposes; All-purpose cleaners; pumice stones for personal use; Cleaners for use on glass and glassware; Cleaners for use on tub and tile.</p> <p>Class 16: Toilet paper; Paper towels; Facial tissue; Paper napkins; Toilet tissue; Bathroom tissue; Tissue paper; Reusable storage bags for household use.</p> <p>Class 21: Shower sponges; Bath products, namely, loofah sponges; Bath sponges; Bath brushes; Shower scrubbers; Shower cleaning stones; Soap dispensers; Empty spray bottles; Pitchers; carafes; Caddies for holding cleaning supplies for household use; cutting boards; trays for household purposes; Household gloves for general use.</p> <p>Class 25: Aprons.</p>	Pending Application	Serial No. 88122270
HONU	Class 5: Dietary supplements; Vitamins	Pending Application	Serial No. 88227302
ROOT 7 COMPLEX	Class 3: Facial cleansers, facial scrubs, disposable towelettes impregnated with facial cleansers, skin moisturizers	Pending Application	Serial No. 87222595
ROOT 7 NUTRIENTS	Class 3: Facial cleansers, moisturizers, and scrubs; makeup removers; lip balms	Pending Application	Serial No. 87331981
ROOT FOR WOMEN	Class 35: Charitable services, namely, organizing and conducting volunteer outreach programs to help women escape poverty and trafficking through vocational training and recovery counseling	Pending Application	Serial No. 87296629

	<p>Class 36: Charitable fundraising services to help women escape poverty and trafficking through financial counseling</p> <p>Class 41: Charitable services, namely, providing vocational guidance training and recovery counseling in the nature of education and career counseling services to help women escape poverty and trafficking</p> <p>Class 44: Charitable services, namely, providing vocational guidance training and recovery counseling in the nature of health and psychological counseling services to help women escape poverty and trafficking</p>		
ROOTED BEAUTY	<p>Class 3: Body and beauty care cosmetics; Cosmetic creams; Cosmetic creams for skin care; Cosmetic hand creams; Cosmetic nourishing creams; Cosmetic oils; Cosmetics; Face and body creams; Face creams for cosmetic use; Facial cleansers; Facial scrubs; Lip balm; Lip gloss; Oils for cosmetic purposes; Skin clarifiers; Skin moisturizer; Soaps.</p>	Registered	Reg. No. 4,773,288
SEEDLING	<p>Class 3: Baby wipes</p> <p>Class 16: Bath tissue, paper towels, paper napkins and facial tissue.</p>	Pending Application	Serial No. 88179979
SEEDLING	<p>Class 3: Disposable wipes impregnated with cleansing chemical or compounds, namely, bathroom wipes for personal hygiene use</p>	Pending Application	Serial No. 88410490
THIS PRODUCT HELPS WOMEN DISCOVER HOW! Design	<p>Class 3: Bath gel; Body and beauty care cosmetics; Cloths or tissues impregnated with a skin cleanser; Cosmetic creams for skin care; Hair</p>	Registered	Reg. No. 4,789,623

	care preparations; Lip balm; Moisturizing preparations for the skin; Skin cleansers.		
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SUPPLEMENT TO SCHEDULE C
To Plain English Intellectual Property Security Agreement
Between Grove Collaborative, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Collateral Agent, as Us (Grantee)

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		