

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOWERY FARMING INC.		08/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5297306	BOWERY	
Registration Number:	5282457		
Registration Number:	5282458	BOWERY	
Serial Number:	88112455	THE FUTURE OF FARMING IS INDOORS	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	27292-479		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	08/19/2019		
Total Attachments: 9			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of August 13, 2019 by and between **SILICON VALLEY BANK**, a California corporation, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity “Agent”) and **BOWERY FARMING INC.**, a Delaware corporation (“Grantor”).

RECITALS

A. **SILICON VALLEY BANK** and **WESTRIVER INNOVATION LENDING FUND VIII, L.P.**, a Delaware limited partnership (individually and collectively, the “Lenders”) have 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 Mezzanine Loan and Security Agreement by and among the Lenders, Agent, Grantor, **FRESH 2, LLC**, a Delaware limited liability company, and **FRESH 3, LLC**, a Delaware limited liability company, dated as of August 13, 2019 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”); capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, all of Grantor's right, title, and interest in, to, and under, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same,

including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include: (a) any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise; or (b) Equipment subject to the Microgrid Services Agreement.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which

when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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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:

BOWERY FARMING INC.

By: 
Name: Irving Fain
Title: President and Chief Executive Officer

AGENT:

SILICON VALLEY BANK, as Agent

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

BOWERY FARMING INC.

By: _____

Name: _____

Title: _____

AGENT:

SILICON VALLEY BANK, as Agent

By:  _____

Name: Robert K. ...

Title: VP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

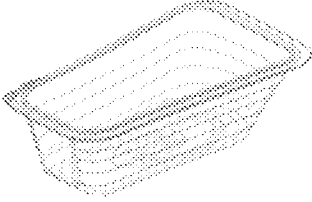
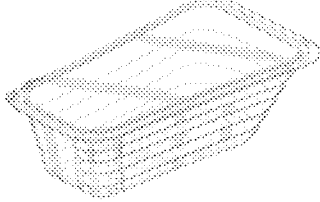
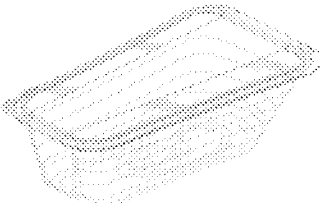
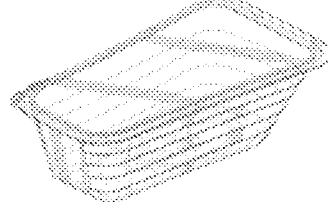
Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Status	Representative Image
PRODUCT PACKAGING	CN	201830978759.X	1-Mar-18	CN108775066.5	20-Jul-18	Granted	
BOXES (PACKAGING)	MX	094732774-0001	1-Sep-18	094732774-0001	3-Apr-18	Granted	
LIDS FOR CONTAINERS	MX	094732774-0002	1-Mar-18	094732774-0002	3-Apr-18	Granted	
PRODUCT PACKAGING	MX	29761631X	1-Sep-17	2884402	2-Apr-18	Granted	
PRODUCT PACKAGING	US	201681595	20-Feb-19	N/A	N/A	Pending	

EXHIBIT C

Trademarks

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Goods/Services	Status
BOWERY	CN	20855014	03-Aug-2016	20855014	28-Sep-2017	Class 31: Fresh vegetables, fresh fruits, grains [cereals], unprocessed grains and Mushrooms, fresh	Registered
BOWERY	JP	2016-83270	02-Aug-2016	5892407	28-Oct-2016	Class 31: Fresh produce, namely, fresh vegetables, fruits, and grains.	Registered
BOWERY	US	86/936141	10-Mar-2016	5297306	26-Sep-2017	Class 31: Fresh produce, namely, fresh vegetables, fruits, and unprocessed grains.	Registered
BOWERY Logo 	US	87/080315	22-Jun-2016	5282457	05-Sep-2017	Class 31: Fresh produce, namely, fresh vegetables, fruits, and unprocessed grains.	Registered
BOWERY (Stylized) BOWERY	US	87/080328	22-Jun-2016	5282458	05-Sep-2017	Class 31: Fresh produce, namely, fresh vegetables, fruits, and unprocessed grains.	Registered
THE FUTURE OF FARMING IS INDOORS	US	88/112455	11-Sep-2018	N/A	N/A	Class 31: Fresh produce, namely, fresh vegetables, fruits, and unprocessed grains.	Pending

EXHIBIT D

Mask Works

None.