

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542048

<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>
Concentric Ag Corporation		04/03/2019	Corporation: DELAWARE
Concentric Agriculture Inc.		04/03/2019	Company: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TPG Alternative and Renewable Technologies Partners, L.P.		
<b>Street Address:</b>	301 Commerce Street, Suite 3300		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>Name:</b>	Cycle Capital Fund III, L.P.		
<b>Street Address:</b>	1610-1000 Sherbrooke Street West		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	QC H3A 3G4		
<b>Entity Type:</b>	Limited Partnership: CANADA		
<b>Name:</b>	Pontifax Agtech Investments: Inocucor, LLC		
<b>Street Address:</b>	C/O Pontifax Agtech 730 Arizona Ave.		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Cairn Investments Inc.		
<b>Street Address:</b>	200 South Wilcox Street, Suite 415		
<b>City:</b>	Castle Rock		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80104		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>Name:</b>	Capital Regional Et Cooperatif Desjardins		
<b>Street Address:</b>	2, Complexe Desjardins		
<b>Internal Address:</b>	Tour Est, 17e etage		

CH \$140.00 5139952

TRADEMARK

<b>City:</b>	Montreal
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	QC H5B 1B8
<b>Entity Type:</b>	Corporation: CANADA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5139952	
<b>Registration Number:</b>	5139949	INOCUCOR
<b>Registration Number:</b>	5135468	INOCUCOR GARDEN SOLUTION
<b>Registration Number:</b>	5135467	INOCUCOR: THE PHYTO-MICROBIOME COMPANY
<b>Registration Number:</b>	5253657	SYNERGRO

**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.*

**Phone:** 4159848700  
**Email:** lagueda@omm.com  
**Correspondent Name:** Maiah H. Parks  
**Address Line 1:** 2 Embarcadero Center FI 28  
**Address Line 4:** San Francisco, CALIFORNIA 94111

**NAME OF SUBMITTER:** Lisa Agueda, Attorney

**SIGNATURE:** /Lisa Agueda/

**DATE SIGNED:** 09/23/2019

**Total Attachments: 10**

source=Concentric - IP Security Agreement- Osler April 2 2019#page1.tif  
source=Concentric - IP Security Agreement- Osler April 2 2019#page2.tif  
source=Concentric - IP Security Agreement- Osler April 2 2019#page3.tif  
source=Concentric - IP Security Agreement- Osler April 2 2019#page4.tif  
source=Concentric - IP Security Agreement- Osler April 2 2019#page5.tif  
source=Concentric - IP Security Agreement- Osler April 2 2019#page6.tif  
source=Concentric - IP Security Agreement- Osler April 2 2019#page7.tif  
source=Concentric - IP Security Agreement- Osler April 2 2019#page8.tif  
source=Concentric - IP Security Agreement- Osler April 2 2019#page9.tif  
source=Concentric - IP Security Agreement- Osler April 2 2019#page10.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of April 3, 2019, by and among Concentric Ag Corporation, a Delaware corporation (the “Company”), Concentric Agriculture Inc., a company incorporated under the laws of Canada and continued on May 25, 2017 under the laws of Québec (“Concentric Canada” and collectively with Company, the “Grantors”), TPG Alternative and Renewable Technologies Partners, L.P. (“TPG”), Cycle Capital Fund III, L.P. (“Cycle”), Pontifax Agtech Investments: Inocucor, LLC (“Pontifax”), Cairn Investments Inc. (“Cairn Investment”) and Capital Regional Et Cooperatif Desjardins (“Desjardins” and collectively with TPG, Cycle, Pontifax and Cairn Investment, the “Purchasers”).

### RECITALS

WHEREAS, pursuant to the terms of that certain Note and Warrant Purchase Agreement, by and among the Grantors and the Purchasers party thereto from time to time (as amended or otherwise modified from time to time, the “Purchase Agreement”), Grantors have granted to each of the Purchasers a security interest in all of Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase 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 Grantors’ obligations to the Purchasers, Grantors hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantors’ obligations to the Purchasers, Grantors grant and pledge to Purchasers a security interest in all of Grantors’ 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, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 Grantors 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.

2. Recordation. Grantors authorize 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 the Purchasers.

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

4. 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.

5. 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.

6. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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.

**GRANTORS:**

**CONCENTRIC AG CORPORATION**

By: Donald R. Marvin  
Name: Donald R. Marvin  
Title: President, Secretary and  
Treasurer  
Address: 7304 South Joliet Street, Suite 200  
Centennial, CO 80112

**CONCENTRIC AGRICULTURE INC.**

By: Donald R. Marvin  
Name: Donald R. Marvin  
Title: President, CEO and Secretary  
Address: 7220 Frederick-Banting, Suite 100  
Montréal, Québec, H4S 2A1

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description/Title</u>	Registration Number	Registration/ Application <u>Date</u>
Deposit strains/plant methods Microbial Compositions and Methods	2012210260	01/12/2012 (application date)
Microbial Compositions and Methods	2016204301	01/12/2012 (application date)
Microbial Compositions and Methods	BR1120130178094	01/12/2012 (application date)
Microbial Compositions and Methods	2839383	01/12/2012 (application date)
Microbial Compositions and Methods	2012800091599	01/12/2012 (application date)
Microbial Compositions and Methods	127396125	01/12/2012 (application date)
Microbial Compositions and Methods	7161/DELnp/2013	01/12/2012 (application date)
Microbial Compositions and Methods	PCT/IB2012000833	01/12/2012 (application date)
Microbial Compositions and Methods	61/432152	01/12/2011 (application date)
Microbial Compositions and Methods	13/979419	01/12/2012 (application date)
Microbial Compositions and Methods	14/881359	10/13/2015 (application date)
Microbial Broth Compositions and Methods	PCT/IB2015001950 WO 2016/0338460	09/09/2015 (application date)
Microbial Compositions and Methods	62/048256	09/09/2014 (application date)
Microbial Compositions and Methods	14/849485	09/09/2015 (application

Specific Microbial Compositions and Methods for Bio-Protection	PCT/IB2016/000675 WO 2012/101528	date) 05/01/2015 (application date)
Specific Microbial Compositions and Methods for Bio-Protection	62/155955	05/01/2015 (application date)
Microbial Compositions and Methods	2017221783	01/12/2012 (filing date/INT'L filing date)
Microbial Compositions and Methods	2015313924	09/09/2015 (filing date/INT'L filing date)
Microbial Compositions and Methods	BR1120170046601	09/09/2015 (filing date/INT'L filing date)
Microbial Compositions and Methods	2960340	09/09/2015 (filing date/INT'L filing date)
Microbial Compositions and Methods	2015800608857	09/09/2015 (filing date/INT'L filing date)
Microbial Compositions and Methods	20170061	09/09/2015 (filing date/INT'L filing date)
Microbial Compositions and Methods	158398909	09/09/2015 (filing date/INT'L filing date)
Microbial Compositions and Methods	250998	09/09/2015 (filing date/INT'L filing date)
Microbial Compositions and Methods	201717012530	09/09/2015 (filing date/INT'L filing date)
Microbial Compositions and Methods	2017532222	09/09/2015 (filing date/INT'L filing date)
Microbial Compositions and Methods	MXa2017003050	09/09/2015



Microbial Compositions and Methods	11201701820V	(filing date/INT'L filing date) 09/09/2015
Microbial Compositions and Methods	14849485	(filing date/INT'L filing date) 09/09/2015
Microbial Compositions and Methods	201702481	(filing date/INT'L filing date) 09/09/2015
Microbial Compositions and Methods for Bioprotection	2016258268	(filing date/INT'L filing date) 05/02/2016
Microbial Compositions and Methods for Bioprotection	BR1120170233657	(filing date/INT'L filing date) 05/02/2016
Microbial Compositions and Methods for Bioprotection	2984075	(filing date/INT'L filing date) 05/02/2016
Microbial Compositions and Methods for Bioprotection	2016800360521	(filing date/INT'L filing date) 05/02/2016
Microbial Compositions and Methods for Bioprotection	167893668	(filing date/INT'L filing date) 05/02/2016
Microbial Compositions and Methods for Bioprotection	PID201707701	(filing date/INT'L filing date) 05/02/2016
Microbial Compositions and Methods for Bioprotection	201717043009	(filing date/INT'L filing date) 05/02/2016
Microbial Compositions and Methods for Bioprotection	11201708987U	(filing date/INT'L filing date) 05/02/2016
Microbial Compositions and Methods for	15571157	(filing date/INT'L filing date) 05/02/2016

Bioprotection

		(filing date/INT'L filing date)
Methods and Compositions for Bioprotection of Potatoes from Streptomyces Scabies	62737747	<b>[Not provided.]</b>
Microorganisms for Solubilizing Phosphorous	N/A	<b>[Not provided.]</b>
Herbicide Safening Effect of IN-M2	62752932	<b>[Not provided.]</b>
Methods and Compositions for Bioprotection of Tomatoes from Clavibacter Michigan...	62737765	<b>[Not provided.]</b>

EXHIBIT C

Trademarks

<u>Description/Title</u>	<u>Registration Number</u>	<u>Application Date</u>
CHEVRON Design CONCENTRIC INOCUCOR	933,761	September 5, 2018
INOCUCOR GARDEN SOLUTION	940,278	
INOCUCOR: THE PHYTO-MICROBIOME COMPANY	940,281	
INOCUL-M MICROBIAL MATTERS	940,279	
POWERED BY INOCUCOR SYNERGRO	930,781	November 22, 2017
SYNERGRO FREE	954,178	September 5, 2017
CHEVRON Design (U.S.) CONCENTRIC (U.S.) (Class 1, 42)	5,139,952	
INOCUCOR (U.S.)	5,139,949	
INOCUCOR GARDEN SOLUTION (U.S.)	5,135,468	
INOCUCOR: THE PHYTO-MICROBIOME COMPANY (U.S.)		
INOCUL-M (U.S.) MICROBIAL MATTERS (U.S.) (Class 16, 42)	5,135,467	December 4, 2017
POWERED BY INOCUCOR (U.S.) SYNERGRO (U.S.)	5,253,657	
SYNERGRO FREE (U.S.)		September 11, 2017

EXHIBIT D

Mask Works

None.