

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM545481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oh My Green, PBC		10/16/2019	Corporation DELAWARE Public Benefit corporation

RECEIVING PARTY DATA

Name:	Western Alliance Bank
Street Address:	55 Almaden Boulevard
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4454462	OH MY GREEN
Serial Number:	88480740	GARTEN
Serial Number:	88480734	GARTEN

CORRESPONDENCE DATA

Fax Number: 3102843894
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: 4242393744
Email: susan.yates@btlaw.com
Correspondent Name: Barnes & Thornburg
Address Line 1: 2029 Century Park E Ste 300
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Susan Yates
SIGNATURE:	/Susan Yates/
DATE SIGNED:	10/16/2019

Total Attachments: 7

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 16, 2019 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **OH MY GREEN, PBC**, a Delaware public-benefit corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of December 26, 2018 (as amended from time to time, the "**Loan Agreement**"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the registered Copyrights described in **Exhibit A**;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the registered Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, 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 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

This Agreement amends and restates, without novation, that certain Intellectual Property Security Agreement dated as of December 26, 2018, by and between Bank and Borrower.

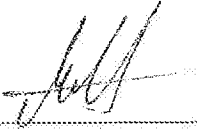
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[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

OH MY GREEN, PBC, a Delaware public-benefit corporation

By: 

Name: Michael Heinrich

Title: CEO

Address for Notices:

Attn: Thomas Kanar, Chief Financial Officer
1845 Rollins Road
Burlingame, CA 94010
Email: tom.kanar@ohmygreen.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Mike Lederman
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

DMS 15177282

TRADEMARK
REEL: 006776 FRAME: 0784

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

OH MY GREEN, PBC, a Delaware public-benefit corporation

By: _____

Name: _____


Title: _____

Address for Notices:

Attn: Thomas Kanar, Chief Financial Officer
1845 Rollins Road
Burlingame, CA 94010
Email: tom.kanar@ohmygreen.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:  _____

Name: Larry Sherman _____

Title: Senior Director _____

Address for Notices:

Attn: Mike Lederman
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

DMS 15177282

EXHIBIT A

REGISTERED COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B

REGISTERED TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
OH MY GREEN	85923736	4454462	MAY 5, 2013
GARTEN	88480740		JUNE 19, 2019
GARTEN	88480734		JUNE 19, 2019

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>