

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571081

<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>
Ripple Foods, PBC		04/06/2020	Public Benefit Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Boulevard		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87616671	RIPPLE	
<b>Serial Number:</b>	87411974	DAIRY-FREE. AS IT SHOULD BE.	
<b>Serial Number:</b>	87394868	RIPPTEIN	
<b>Serial Number:</b>	86981988	RIPPLE	
<b>Serial Number:</b>	86981779	RIPPLE	
<b>Serial Number:</b>	86813578	RIPPLE	
<b>Serial Number:</b>	86684137	RIPPLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		

CH \$190.00 87616671

<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	04/08/2020
<b>Total Attachments: 6</b> source=Western Alliance Bank - Ripple Foods, PBC - IP Security Agreement (4.2020) #page1.tif source=Western Alliance Bank - Ripple Foods, PBC - IP Security Agreement (4.2020) #page2.tif source=Western Alliance Bank - Ripple Foods, PBC - IP Security Agreement (4.2020) #page3.tif source=Western Alliance Bank - Ripple Foods, PBC - IP Security Agreement (4.2020) #page4.tif source=Western Alliance Bank - Ripple Foods, PBC - IP Security Agreement (4.2020) #page5.tif source=Western Alliance Bank - Ripple Foods, PBC - IP Security Agreement (4.2020) #page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 6, 2020, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and RIPPLE FOODS, PBC, a Delaware public benefit corporation, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of May 8, 2019 (as amended from time to time, including by that certain Default Waiver and First Amendment to Loan and Security Agreement dated as of the date hereof, the "Loan Agreement"), between Lender 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 Lender 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 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 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.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

**[Balance of Page Intentionally Left Blank]**

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

**GRANTOR:**

RIPPLE FOODS, PBC

By: 

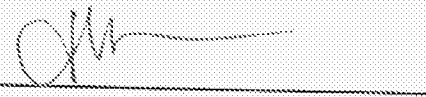
Name: David Cooper

Title: CFO

Address for Notices:  
901 Gilman Street, Suite A,  
Berkeley, CA 94710

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona  
corporation

By: 

Name: Jeff Brown

Title: Senior Director

Address for Notices:  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

*{Signature Page to Intellectual Property Security Agreement}*

EXHIBIT A  
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  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
RIPPLE	87616671	N/A		9/20/17
DAIRY-FREE. AS IT SHOULD BE.	87411974	N/A		4/14/17
RIPPTEIN	87394868	5470978		3/31/17
RIPPLE	86981988	5197074		7/6/15
RIPPLE	86981779	5183264		11/9/15
RIPPLE	86813578	5381142		11/9/15
RIPPLE	86684137	5291522		9/19/17

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent No.</u>	<u>Serial No.</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Product analogs or components of such analogs and processes for making same	N/A	16068567	Published	N/A
Dairy product analogs and processes for making same	N/A	16095117	Published	N/A