

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
California Safe Soil, LLC		07/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
Internal Address:	Attn: Loan Operations		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88294916	HARVEST-TO-HARVEST	
Serial Number:	88294919	H2H	
Serial Number:	88294922		
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	07/27/2020		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 27, 2020 (the "Agreement"), by and between **WESTERN ALLIANCE BANK**, an Arizona corporation ("Lender"), and **CALIFORNIA SAFE SOIL, LLC**, a Delaware limited liability company ("Grantor"), is made with reference to that certain Loan and Security Agreement dated as of the same date hereof (as amended from time to time, 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.

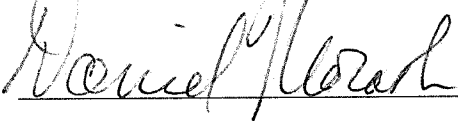
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in 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.

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

GRANTOR:

CALIFORNIA SAFE SOIL, LLC

By: 

Name: Daniel Morash

Title: Managing Member, CEO

Address for Notices:

4700 Lang Ave., Bay C
McClellan, CA 95652
Attn: Daniel Morash
Email: dan.morash@calsafesoil.com

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature Page to IP Security Agreement]

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

GRANTOR:
CALIFORNIA SAFE SOIL, LLC

LENDER:
WESTERN ALLIANCE BANK

By: _____

By: Whitley Mayberry

Name: _____

Name: Whitley Mayberry

Title: _____

Title: Relationship Manager

Address for Notices:
4700 Lang Ave., Bay C
McClellan, CA 95652
Attn: Daniel Morash
Email: dan.morash@calsafesoil.com

Address for Notices:
Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

{Signature Page to IP 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>Pre - registered?</u>

Exhibit B

Please Check if No Trademarks Exist

I. U.S. TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
HARVEST-TO-HARVEST	88/294,916		N/A	February 8, 2019
H2H	88/294,919		N/A	February 8, 2019
BEAKER LOGO 	88/294,922		N/A	February 8, 2019

II. FOREIGN TRADEMARKS

<u>Mark / Title:</u>	<u>Country</u>	<u>Application Number:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
HARVEST-TO-HARVEST	Argentina	3.822.757		July 26, 2019
HARVEST-TO-HARVEST	Argentina	3.822.758		July 26, 2019
H2H	Argentina	3.822.759		July 26, 2019
H2H	Argentina	3.822.760		July 26, 2019
BEAKER LOGO 	Argentina	3.822.761		July 26, 2019




BEAKER LOGO 	Argentina	3.822.762		July 26, 2019
HARVEST- TO- HARVEST	Chile	1331062	1.322.268	July 25, 2019
H2H	Chile	1331063	1.319.357	July 25, 2019
BEAKER LOGO 	Chile	1331065	1.319.358	July 25, 2019
HARVEST- TO- HARVEST	International Registration - Madrid	A0087940	1493181	July 23, 2019
H2H	International Registration - Madrid	A0087941	1493202	July 23, 2019
BEAKER LOGO 	International Registration - Madrid	A0087942	1493585	July 23, 2019

EXHIBIT C

PATENTS

Please Check if No Patents Exist

US PATENTS

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Agricultural Admixtures		16/102,669	Published	
Agricultural Admixtures		16/708,299	Published	
Methods and Compositions for Digestion of Organic Waste	9,388,088	14/805,199	Issued	7/12/2016
Methods and Compositions for Digestion of Organic Waste	10,252,950	14/329,512	Issued	4/9/2019
Nutrient Rich Compositions	10,214,458	15/377,952	Issued	2/26/2019
Nutrient Rich Compositions	9,416,062	14/869,737	Issued	8/16/2016
Nutrient Rich Compositions	9,643,895	15/045,041	Issued	5/9/2017
Nutrient Rich Compositions		14/704,856	Published	
Organic Ammonium Fertilizer Source		63/005,093		
Yeast-Hydrolysate Compositions And Methods Of Their Use		62/900,006		
Nutrient Rich Compositions		15/045,053	Published	2/16/2016

FOREIGN PATENTS

<u>Country</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Chile	Agricultural Admixtures		00345-2020	Published	
S. Korea	Agricultural Admixtures		10-2020-7003615		
EP	Agricultural Admixtures		18844261.0	Published	
AU	Agricultural Admixtures		2018314285		
JP	Agricultural Admixtures		2020-507030		
CA	Agricultural Admixtures		3069807		
Brazil	Agricultural Admixtures		BR 11 2020 002523 2		

Mexico	Agricultural Admixtures		MX/a/2020/001683		
Argentina	Agricultural Admixtures		P180102299	Published	
AU	Nutrient Rich Compositions	2015256152	2015256152	Issued	2/21/2019
CA	Nutrient Rich Compositions	2,947,735	2,947,735	Issued	5/26/2020
JP	Nutrient Rich Compositions	6532937	2017-511542	Issued	5/31/2019
JP	Nutrient Rich Compositions	6563087	2018-126095	Issued	8/2/2019
EP	Nutrient Rich Compositions		15789403.1	Published	
Chile	Nutrient Rich Compositions		2016-002788	Published	
AU	Nutrient Rich Compositions		2018247228		
Mexico	Nutrient Rich Compositions		MX/a/2016/014406	Published	

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