

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROVE COLLABORATIVE, INC.		04/30/2021	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: 52			
Property Type	Number	Word Mark	
Registration Number:	5252347		
Registration Number:	4598655	SUSTAIN	
Registration Number:	4660833	DO WHAT'S NATURAL	
Registration Number:	4679681	TEN PERCENT FOR WOMEN A REPRODUCTIVE HEA	
Registration Number:	4773288	ROOTED BEAUTY	
Registration Number:	4789623	THIS PRODUCT HELPS WOMEN DISCOVER HOW!	
Registration Number:	5252341	SUSTAIN NATURAL	
Registration Number:	5387559	POSTPLAY	
Registration Number:	5502263		
Registration Number:	5507132	SUSTAIN NATURAL	
Registration Number:	5581162	GROVE COLLABORATIVE	
Registration Number:	5702185	SUNDAILY	
Registration Number:	5849925	THE BASE LAYER	
Registration Number:	5864350	HONU	
Registration Number:	5916683	THE BACK UP	
Registration Number:	6004271	ROVEN	
Registration Number:	6091111	ROOTED BEAUTY	
Registration Number:	6102770	GROVE COLLABORATIVE	
Registration Number:	6217638	ROVEN	
TRADEMARK			

OP \$1315.00 5252347

Property Type	Number	Word Mark
Registration Number:	6274062	ROOTED BEAUTY
Serial Number:	88114564	GROVE COLLABORATIVE
Serial Number:	88179979	SEEDLING
Serial Number:	88410490	SEEDLING
Serial Number:	88568005	ROVEN BEAUTY
Serial Number:	88632850	LINIA
Serial Number:	88768129	R7 COMPLEX
Serial Number:	88768135	R7 COMPLEX
Serial Number:	88775111	R7
Serial Number:	88777618	SUPERBLOOM
Serial Number:	88834293	SUSTAIN
Serial Number:	88836355	ONE PERCENT FOR WOMEN A REPRODUCTIVE HEA
Serial Number:	88960960	BEYOND PLASTIC
Serial Number:	90127811	GROVE BEAUTY
Serial Number:	90127813	ROVEN PEACH
Serial Number:	90127816	PEACH BY GROVE
Serial Number:	90127828	PEACH BY GROVE BEAUTY
Serial Number:	90127829	GROVE PEACH
Serial Number:	90128066	GROVE COLLABORATIVE
Serial Number:	90128067	GROVE COLLABORATIVE
Serial Number:	90128069	GROVE COLLABORATIVE
Serial Number:	90128073	GROVE COLLABORATIVE
Serial Number:	90128076	ROOTED BEAUTY
Serial Number:	90128077	ROVEN
Serial Number:	90128078	ROVEN
Serial Number:	90128083	GROVE COLLABORATIVE
Serial Number:	90128084	GROVE COLLABORATIVE
Serial Number:	90129632	HONU
Serial Number:	90129793	
Serial Number:	90130463	SEEDLING BY GROVE
Serial Number:	90180008	GROVE
Serial Number:	90180229	GROVE CO.
Serial Number:	90380558	PEACH NOT PLASTIC

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: 2023704750

Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1365479 IPSA

NAME OF SUBMITTER: Daniel K. Ruiz, Sr. Paralegal

SIGNATURE: /Daniel K. Ruiz/

DATE SIGNED: 04/30/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of April 30, 2021, by and between SILICON VALLEY BANK, a California corporation, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, the “Agent”) and GROVE COLLABORATIVE, INC., a Delaware public benefit corporation (“Grantor”).

RECITALS

A. Silicon Valley Bank and Hercules Capital, Inc., a Maryland corporation (individually and collectively, the “Lenders”) 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 and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms not otherwise defined 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 its 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 Grantor’s Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s Obligations under the Loan Agreement, Grantor grants and pledges to Agent, for 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, 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 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 the foregoing, or anything to the contrary herein or in the Loan Agreement, the term "Intellectual Property Collateral" shall not include any "intent-to-use" trademark at any 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" trademark would render invalid Grantor's rights to such trademark under applicable law. After such period, Grantor acknowledges that such interest in such trademark application shall be subject to a security interest in favor of Agent and shall be included in the Intellectual Property Collateral

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 and Lenders 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. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

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.

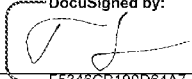
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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).

[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.

GRANTOR:

GROVE COLLABORATIVE, INC.

DocuSigned by:
By: 
Name: Servaes Tholen
Title: Chief Financial Officer

AGENT:

SILICON VALLEY BANK

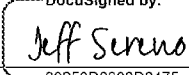
DocuSigned by:
By: 
Name: Jeff Sereno
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B**Patents**

Name	Registration Date	Registration Number
Liquid Container	11/17/2020	D902040
Self-Dosing Measuring Cap For a Liquid Container	10/15/2019	10444049
Self-Dosing Measuring Cap For a Liquid Container	3/9/2021	10942052

Patent Applications

Name	Status & Date Filed	Application Number
Liquid Container	12/27/2018	29/674,940
Self-Dosing Measuring Cap For a Liquid Container	9/23/2019	16/578,939
Liquid Container	9/25/20	29/752,250
Confections for Skin Protection: Compositions, Methods for Making, and Applications Thereof	12/23/20	17/133,460

EXHIBIT C**Trademarks**

Trademark	Status	Registration / Serial Number
(Design Only)	Registered	Reg. No. 5252347
(Design Only)	Registered	Reg. No. 5502263
(Design Only)	Pending Application	Serial No. 90129793
BEYOND PLASTIC	Pending Application	Serial No. 88960960
DO WHAT'S NATURAL	Registered	Reg. No. 4660833
GROVE	Pending Application	Serial No. 90180008
GROVE BEAUTY	Pending Application	Serial No. 90127811
GROVE CO.	Pending Application	Serial No. 90180229
GROVE COLLABORATIVE	Registered	Reg. No. 5581162
GROVE COLLABORATIVE	Pending Application	Serial No. 88114564
GROVE COLLABORATIVE	Registered	Reg. No. 6102770
GROVE COLLABORATIVE	Pending Application	Serial No. 90128066
GROVE COLLABORATIVE	Pending Application	Serial No. 90128067

GROVE COLLABORATIVE	Pending Application	Serial No. 90128069
GROVE COLLABORATIVE	Pending Application	Serial No. 90128073
GROVE COLLABORATIVE	Pending Application	Serial No. 90128083
GROVE COLLABORATIVE	Pending Application	Serial No. 90128084
GROVE PEACH	Pending Application	Serial No. 90127829
HONU	Registered	Reg. No. 5864350
HONU	Pending Application	Serial No. 90129632
LINIA	Pending Application	Serial No. 88632850
ONE PERCENT FOR WOMEN A REPRODUCTIVE HEALTH INITIATIVE	Pending Application	Serial No. 88836355
PEACH BY GROVE	Pending Application	Serial No. 90127816
PEACH BY GROVE BEAUTY	Pending Application	Serial No. 90127828
PEACH NOT PLASTIC	Pending Application	Serial No. 90380558
POSTPLAY	Registered	Reg. No. 5387559
R7	Pending Application	Serial No. 88775111
R7 COMPLEX	Pending Application	Serial No. 88768129

R7 COMPLEX	Pending Application	Serial No. 88768135
ROOTED BEAUTY	Registered	Reg. No. 4773288
ROOTED BEAUTY	Registered	Reg. No. 6091111
ROOTED BEAUTY	Registered	Reg. No. 6274062
ROOTED BEAUTY	Pending Application	Serial No. 90128076
ROVEN	Registered	Reg. No. 6217638
ROVEN	Registered	Reg. No. 6004271
ROVEN	Pending Application	Serial No. 90128077
ROVEN	Pending Application	Serial No. 90128078
ROVEN BEAUTY	Pending Application	Serial No. 88568005
ROVEN PEACH	Pending Application	Serial No. 90127813
SEEDLING	Pending Application	Serial No. 88179979
SEEDLING	Pending Application	Serial No. 88410490
SEEDLING BY GROVE	Pending Application	Serial No. 90130463
SUNDAILY	Registered	Reg. No. 5702185
SUPERBLOOM	Pending	Serial No.

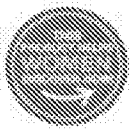
	Application	88777618
SUSTAIN	Registered	Reg. No. 4598655
SUSTAIN	Pending Application	Serial No. 88834293
SUSTAIN NATURAL	Registered	Reg. No. 5252341
SUSTAIN NATURAL	Registered	Reg. No. 5507132
TEN PERCENT FOR WOMEN A REPRODUCTIVE HEALTH INITIATIVE 10% 4	Registered	Reg. No. 4679681
THE BACK UP	Registered	Reg. No. 5916683
THE BASE LAYER	Registered	Reg. No. 5849925
THIS PRODUCT HELPS WOMEN DISCOVER HOW! Design 	Registered	Reg. No. 4789623

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.