

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FARMBOX DIRECT INC.		07/12/2021	Corporation: DELAWARE
FARMBOX RX, INC.		07/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88712855	FARMBOX RX	
Serial Number:	88807563	FARMACY RX	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	07/12/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 12, 2021 by and between FarmBox Direct Inc., a Delaware corporation (“Parent”), Farmbox RX, Inc., a Delaware corporation (“Farmbox RX”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”). Parent and Farmbox RX are each also referred to herein as a “Borrower” and collectively as “Borrowers”.

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and between Lender and Borrowers dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrowers have granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrowers agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower(s) and Lender, each Borrower grants to Lender a security interest in all of such Borrower’s right, title and interest in, its intellectual property, subject to the terms of the Loan Agreement regarding Lender’s exercise of its rights with respect to the security interest granted therein and under such other agreements, all of which Loan Agreement terms are incorporated herein by reference, including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrowers shall promptly give Lender written notice of any copyrights, patents and trademarks filed, or such as are acquired, after the date hereof, and Borrowers hereby authorize Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any such intellectual property which a Borrower 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof. This Agreement, along with the Loan Agreement, constitutes the final, complete and exclusive entire agreement between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous proposals, arrangements, or understandings made between the parties with respect to such subject matter. This Agreement may be modified or amended only by a written agreement executed by both parties, except as permitted in the preceding paragraph.


[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.

Address of Borrowers:
400 Stuart Street, PH2
Boston, MA 02116
Attn: Ashley Tyrner, CEO; Meghan David, COO

BORROWERS:


FarmBox Direct-Inc.

By:  _____

Name: Ashley Tyrner

Title: CEO

Farmbox RX, Inc.

By:  _____

Name: Ashley Tyrner

Title: CEO

Address of Lender:
900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

LENDER:

Montage Capital II, L.P.

By: _____

Name: _____

Title: _____

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.

Address of Borrowers:
400 Stuart Street, PH2
Boston, MA 02116
Attn: Ashley Turner, CEO; Meghan David, COO

BORROWERS:

FarmBox Direct Inc.

By:

Name:

Title:

Farmbox RX, Inc.

By:

Name:

Title:

Address of Lender:
900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

LENDER:

Montage Capital II, L.P.

By: 

Name: *Eric Gonzales*

Title: *Managing Director*

