

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMART GUIDED SYSTEMS LLC		07/19/2021	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	DEERE & COMPANY		
Street Address:	One John Deere Place		
City:	Moline		
State/Country:	ILLINOIS		
Postal Code:	61265		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5314084	SMART GUIDED	
Registration Number:	5547512	SMART-APPLY	
Registration Number:	5643746	SMART-CUT	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	07/19/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 19, 2021, by and between **DEERE & COMPANY**, a Delaware corporation ("Purchaser"), and **SMART GUIDED SYSTEMS LLC**, an Indiana limited liability company ("Grantor").

RECITALS

A. Purchaser has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loan") in the amount and manner set forth in that certain Convertible Note Purchase and Security Agreement dated as of even date herewith by and between the Purchaser and Grantor (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used herein are used as defined in the Purchase Agreement). Purchaser is willing to purchase one or more convertible promissory notes, but only upon the condition, among other conditions, that Grantor shall grant to Purchaser a security interest in certain Copyrights, Trademarks, Patents to secure the obligations of Grantor under the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, Grantor has granted to Purchaser a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all Intellectual Property.

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 its obligations under the Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security. To secure its obligations under the Purchase Agreement, Grantor grants and pledges to Purchaser a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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.
2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Purchaser.


3. Purchase Agreement. This security interest is granted in conjunction with the security interest granted to Purchaser under the Purchase Agreement. The rights and remedies of Purchaser with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other transaction documents, and those which are now or hereafter available to Purchaser as a matter of law or equity. Each right, power and remedy of Purchaser provided for herein or in the Purchase Agreement or any of the Loan Documents, 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 Purchaser of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Purchaser, of any or all other rights, powers or remedies.
4. Waiver of Right to Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND PURCHASER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.
5. Amendment, Modification, Termination or Waiver. No amendment, modification, termination or waiver of any provision of this Agreement, no approval or consent thereunder, or any consent to any departure by Grantor or any of its subsidiaries therefrom, shall in any event be effective unless the same shall be in writing and signed by Purchaser and Grantor.
6. Execution in Counterparts. This Intellectual Property Security 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 Intellectual Property Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

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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:

SMART GUIDED SYSTEMS, LLC, an
Indiana limited liability company

By:  _____

Name: Steve Booher

Title: Founder & Chairman of Board

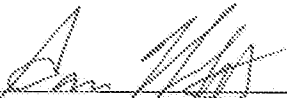
Address: 1229 Indy Place

Indianapolis, IN 46214

Email: sbooher@SmartGuided.com

PURCHASER:

DEERE & COMPANY, a Delaware corporation

By:  _____

Name: Aaron Wetzel

Title: Vice President, Production Systems

Address: One John Deere Place

Moline, IL 61265

Email: wetzelaaaron@johndeere.com

EXHIBIT A

Copyrights

None

EXHIBIT B

U.S. Patents

Patent Title	Application No.	Granted Date
Intelligent Control Apparatus, System, and Method of Use	9,851,718	12-26-2017
Kits, Systems and Methods for Sprayers	10,869,432	12-22-2020

Patents Pending: Allowed or Published:
16274833 10-16-2020
17091631 2-25-2021

International: Allowed:
PCT/US 21/15000 4-09-21

EXHIBIT C

U.S. Trademarks

Trademark	Registration No.	Registration Date
Smart Guided	5,314,084	10-17-2017
Smart-Apply	5,547,512	8-21-2018
Smart-Cut	5,643,746	1-5-2019

None Registered Trademarks:

Intelligent Spray Control System™

Intelligent Sprayer™