

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667087

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900634230

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Farmer's Business Network, Inc.		07/30/2021	Corporation: DELAWARE
Blue River Organic Seeds, L.L.C.		07/30/2021	Limited Liability Company: IOWA
Generic Crop Science LLC		07/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Chartered Bank: CALIFORNIA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	4957547	FARMERS BUSINESS NETWORK
Registration Number:	5078480	FBN
Registration Number:	5561532	FARMERS FIRST
Registration Number:	5235717	
Registration Number:	5231739	
Registration Number:	5595865	FBN
Registration Number:	6048313	FBN
Registration Number:	5258050	FARMERS BUSINESS NETWORK
Registration Number:	6211381	FBN DIRECT
Registration Number:	5617545	FBN DIRECT
Registration Number:	5670972	F2F
Registration Number:	5652418	FARMERS FIRST
Registration Number:	5323964	FARMERS BUSINESS NETWORK
Registration Number:	6066054	F2F GENETICS NETWORK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6043370	FF F2F GENETICS NETWORK
Registration Number:	6043371	FF
Registration Number:	6043348	ACT360
Registration Number:	6043350	CROSSLOCK
Registration Number:	6043349	QUADRAXX
Registration Number:	6043368	ATARRUS
Registration Number:	6043369	FF F2F GENETICS NETWORK
Registration Number:	5956951	NUEVE
Registration Number:	4478811	PERPHECT H2O
Registration Number:	5608634	PREMIBOOST
Registration Number:	4949074	PERPHECT HOOF
Registration Number:	4557468	OGH
Registration Number:	5565706	PROPIG
Registration Number:	5453720	PROPIG
Registration Number:	3006138	PROPIG
Registration Number:	3361539	BLUE RIVER
Registration Number:	5489853	PURAMAIZE
Registration Number:	5596655	WILLOWOOD SULFENTRAZONE MTZ
Registration Number:	4438935	WILLOWOOD USA
Registration Number:	5555310	NEMAMECTIN
Serial Number:	90212116	PURSUE YOUR PROSPERITY
Serial Number:	90595190	

CORRESPONDENCE DATA

Fax Number: 2134432926

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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Address Line 1: 333 S. HOPE ST., 43RD FLOOR

Address Line 2: ATTN: J. CRAVITZ

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 05T5-278451

NAME OF SUBMITTER: Julie Cravitz

SIGNATURE: /julie cravitz/

DATE SIGNED: 08/12/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of July 30, 2021 by and between SILICON VALLEY BANK (“Bank”) and (i) FARMER’S BUSINESS NETWORK, INC., a Delaware corporation, (ii) BLUE RIVER ORGANIC SEEDS, L.L.C., and Iowa limited liability company, and (iii) GENERIC CROP SCIENCE LLC, a Delaware limited liability company (each a “Grantor”).

RECITALS

A. Bank has 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 Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain 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 Bank 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of such 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 such 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 each 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.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Bank 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.

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).

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:

FARMER'S BUSINESS NETWORK, INC.
BLUE RIVER ORGANIC SEEDS, L.L.C.
GENERIC ^{DocuSigned by:} LLC

MARIA OLIDE

By: _____
Name: Maria Olide
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

^{DocuSigned by:}
Ellen Pizzuto

By: _____
Name: Ellen Pizzuto
Title: Vice President

EXHIBIT A

Copyrights of Grantor

None.

EXHIBIT B

Patents of Grantor

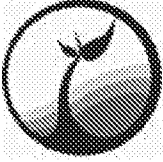

1. Farmer's Business Network, Inc.





<u>Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Publication Number</u>	<u>Issue Date</u>
FARMERS BUSINESS NETWORK, INC.	Yield analysis through agronomic analysis	US14/746769	US10768156B1	09/08/20

EXHIBIT C

Trademarks of Grantor

1. Farmer's Business Network, Inc.

<u>Mark</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Class(es)</u>
FARMERS BUSINESS NETWORK	USA	App No: 86/413,623 Reg No: 4,957,547	Filed: 10/2/2014 Reg: 5/10/2016	9, 16, 42, 44
FBN	USA	App No: 86/413,621 Reg No: 5,078,480	Filed: 10/2/2014 Reg: 11/8/2016	9, 16, 42, 44
FARMERS FIRST	USA	App No: 86/983,986 Reg No: 5,561,532	Filed: 5/21/2015 Reg: 9/11/2018	42, 44
	USA	App No: 87/215,150 Reg No: 5,235,717	Filed: 10/25/2016 Reg: 7/4/2017	9, 16, 35, 36, 42, 44
	USA	App No: 87/215,153 Reg No: 5,231,739	Filed: 10/25/2016 Reg: 6/27/2017	9, 16, 35, 36, 42, 44
FBN	USA	App No: 87/978,693 Reg No: 5,595,865	Filed: 11/23/2016 Reg: 10/30/2018	35, 36
FBN	USA	App No: 87/982,862 Reg No: 6,048,313	Filed: 11/23/2016 Reg: 5/5/2020	1
FARMERS BUSINESS NETWORK	USA	App No: 87/247,216 Reg No: 5,258,050	Filed: 11/23/2016 Reg: 8/1/2017	35, 36
FBN DIRECT	USA	App No: 87/365,816 Reg No: 6,211,381	Filed: 3/9/2017 Reg: 12/1/2020	9, 16, 42
FBN DIRECT	USA	App No: 87/978,930 Reg No: 5,617,545	Filed: 3/9/2017 Reg: 11/27/2018	35, 44
F2F	USA	App No: 87/391,271 Reg No: 5,670,972	Filed: 3/28/2017 Reg: 2/5/2019	44

		USA	App No: 87/464,752 Reg No: 5,652,418	Filed: 5/25/2017 Reg: 1/15/2019	14, 16, 21, 25, 28, 35, 44
FARMERS NETWORK	BUSINESS	USA	App No: 87/975,336 Reg No: 5323964	Filed: 11/23/2016 Reg: 10/31/2017	1, 31
F2F GENETICS NETWORK		USA	App No: 88/977,489 Reg No: 6066054	Filed: 8/8/2018 Reg: 5/26/2020	31
		USA	App No: 88/133,389 Reg No: 6043370	Filed: 9/26/2018 Reg: 4/28/2020	31
		USA	App No: 88/133,393 Reg No: 6043371	Filed: 9/26/2018 Reg: 4/28/2020	31
ACT360		USA	App No: 88/116,711 Reg No: 6043348	Filed: 9/13/2018 Reg: 4/28/2020	1
CROSSLOCK		USA	App No: 88/116,716 Reg No: 6043350	Filed: 9/13/2018 Reg: 4/28/2020	1
QUADRAXX		USA	App No: 88/116,715 Reg No: 6043349	Filed: 9/13/2018 Reg: 4/28/2020	1
ATARRUS		USA	App No: 88/133,383 Reg No: 6043368	Filed: 9/26/2018 Reg: 4/28/2020	1
		USA	App No: 88/133,391 Reg No: 6043369	Filed: 9/26/2018 Reg: 4/28/2020	31
NUEVE		USA	App No: 88/161,000 Reg No: 5956951	Filed: 10/18/2018 Reg: 1/7/2020	1
PURSUE PROSPERITY	YOUR	USA	App No: 90/212,116 Reg No: N/A (Pending)	Filed: 9/25/2020 Reg: N/A (Pending)	5
[PURSUE PROSPERITY]	YOUR	[Madrid Protocol (covering Australia, Canada)]	[App No: A0101866 Reg No: 1565394]	[Filed: 11/3/2020 Reg: 11/3/2020]	[5]



	USA	App No: 90/595,190 Reg No: N/A (Pending)	Filed: 3/22/2021 Reg: N/A (Pending)	1, 5, 9, 16, 31, 35, 36, 42
PERPHECT H2O	USA	App No: 85736727 Reg No: 4478811	Filed: 9/24/2012 Reg: 2/4/2014	1
PREMIBOOST	USA	App No: 87774113 Reg No: 5608634	Filed: 1/29/2018 Reg: 11/13/2018	1
PERPHECT HOOF	USA	App No: 86491146 Reg No: 4949074	Filed: 12/29/2014 Reg: 5/3/2016	5
OGH	USA	App No: 86029805 Reg No: 4557468	Filed: 8/6/2013 Reg: 6/24/2014	5
PROPIG	USA	App No: 87795236 Reg No: 5565706	Filed: 2/13/2018 Reg: 9/18/2018	1
PROPIG	USA	App No: 87713264 Reg No: 5453720	Filed: 12/8/2017 Reg: 4/24/2018	31
PROPIG	USA	App No: 76289209 Reg No: 3006138	Filed: 7/23/2001 Reg: 10/11/2005	35

2. Blue River Organic Seeds, LLC

<u>Mark</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Class(es)</u>
BLUE RIVER	USA	App No: Reg No: 3361539	Filed: Reg: 1/1/2008	31
PURAMAIZE	USA	App No: Reg No: 5489853	Filed: Reg: 6/1/2018	1, 46

3. Generic Crop Science LLC

<u>Mark</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Class(es)</u>
WILLOWOOD SULFENTRAZONE MTZ	USA	App No: 87/457,149 Reg No: 5596655	Filed: 5/19/2017 Reg: 10/30/2018	5
WILLOWOOD USA	USA	App No: 85/823,987 Reg No: 4438935	Filed: 1/15/2013 Reg: 11/26/2013	5
NEMAMECTIN	USA	App No: 87/778,071 Reg No: 5555310	Filed: 1/31/2018 Reg: 1/31/2018	5

EXHIBIT D

Mask Works of Grantor

None.