

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY AT REEL/FRAME NO. 6724/0021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		09/10/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BOWERY FARMING INC.		
Street Address:	151 W. 26TH ST., 12TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5297306	BOWERY	
Registration Number:	5282457		
Registration Number:	5282458	BOWERY	
Serial Number:	88112455	THE FUTURE OF FARMING IS INDOORS	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	09/10/2021		
Total Attachments: 7			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”) is made as of September 10, 2021, by SILICON VALLEY BANK, a California corporation, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, “Agent”), in favor of BOWERY FARMING INC., a Delaware corporation (“Grantor”). Capitalized terms used but not defined herein have the meanings given to them (including by reference) in the Loan Agreement (as defined below).

WHEREAS, Grantor and Agent are party to (i) that certain Mezzanine Loan and Security Agreement, dated as of August 13, 2019 (as amended, modified or supplemented from time to time, the “Loan Agreement”), and (ii) that certain Intellectual Property Security Agreement, dated as of August 13, 2019 (the “IP Security Agreement”), whereby Grantor granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in and under its intellectual property, including, without limitation, all of Grantor’s right, title and interest in, to and under the following (collectively, the “IP Collateral”):

- (a) Any and all 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, 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;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on August 14, 2019, at Reel/Frame 050048/0485 (Patents) and at Reel/Frame 6724/0021 (Trademarks); and

WHEREAS, Grantor has requested that Agent execute and deliver, and Agent has agreed to execute and deliver to Grantor, this Release in order to release Agent's security interest in the IP Collateral, terminate the IP Security Agreement, and have all rights of Agent in, to or under the IP Collateral revert to Grantor, and to evidence the foregoing for filing and recordation with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, including the payment and performance in full of all the Obligations, the receipt and sufficiency of which are hereby acknowledged, Agent (on behalf of itself and the other Lenders), hereby (i) releases, discharges and terminates its security interest in the IP Collateral, (ii) terminates the IP Security Agreement, and (iii) re-assigns and re-conveys to Grantor any and all right, title or interest Agent may have in, to or under the IP Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized officer as of the date first set forth above.

SILICON VALLEY BANK,
as Agent

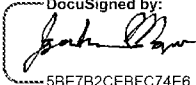
By: 
5BE7B2CEBFC74E6...
Name: Jackson Morrow
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

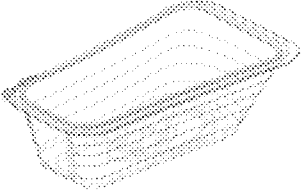
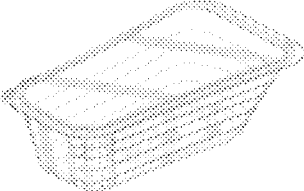
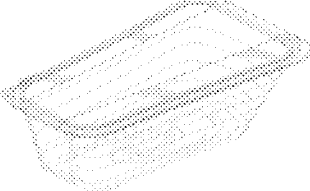
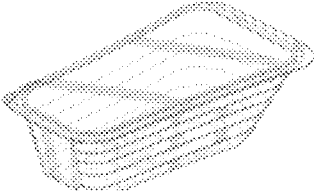
Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Status	Representative Image
PRODUCT PACKAGING	CN	2018100074750.X	1-Mar-18	CN101623566B	20-06-18	Granted	
PRODUCT PACKAGING	US	0968712774-0001	1-Mar-18	0968712774-0001	7-Apr-19	Granted	
LIDS FOR CONTAINERS	US	0968712774-0002	1-Mar-18	0968712774-0002	8-Apr-18	Granted	
PRODUCT PACKAGING	US	290510119	1-Sep-17	10644429	2-Apr-19	Granted	
PRODUCT PACKAGING	US	290881305	26-Feb-19	N/A	N/A	Pending	

EXHIBIT C

Trademarks

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Goods/Services	Status
BOWERY	CN	20855014	03-Aug-2016	20855014	28-Sep-2017	Class 31: Fresh vegetables, fresh fruits, grains [cereals], unprocessed grains and Mushrooms, fresh	Registered
BOWERY	JP	2016-83270	02-Aug-2016	5882467	28-Oct-2016	Class 31: Fresh produce, namely, fresh vegetables, fruits, and grains.	Registered
BOWERY	US	86/936141	10-Mar-2016	5297306	26-Sep-2017	Class 31: Fresh produce, namely, fresh vegetables, fruits, and unprocessed grains.	Registered
BOWERY Logo 	US	87/080315	22-Jun-2016	5282457	05-Sep-2017	Class 31: Fresh produce, namely, fresh vegetables, fruits, and unprocessed grains.	Registered
BOWERY (Stylized) BOWERY	US	87/080328	22-Jun-2016	5282458	05-Sep-2017	Class 31: Fresh produce, namely, fresh vegetables, fruits, and unprocessed grains.	Registered
THE FUTURE OF FARMING IS INDOORS	US	88/112455	11-Sep-2018	N/A	N/A	Class 31: Fresh produce, namely, fresh vegetables, fruits, and unprocessed grains.	Pending

EXHIBIT D

Mask Works

None.