

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM709305

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FOOTPRINT INTERNATIONAL, LLC		02/18/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRINITY CAPITAL INC., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	1 N. 1st Street, Floor 3		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97119892	FOOTPRINT	
<b>Serial Number:</b>	97119889	FOOTPRINT	
<b>Serial Number:</b>	97119872	FOOTPRINT	
<b>Serial Number:</b>	97065720	FOOTPRINT CENTER	
<b>Serial Number:</b>	97062900	FOOTPRINT CENTER	
<b>Serial Number:</b>	90834136	FOOTPRINT CENTER	
<b>Serial Number:</b>	90597990	FOOTPRINT PRINT TECHNOLOGY	
<b>Serial Number:</b>	90459189	FOOTPRINT HEALTHY PLANET. HEALTHY PEOPLE	
<b>Serial Number:</b>	90384923	FOOTPRINT HEALTHY PEOPLE. HEALTHY PLANET	
<b>Serial Number:</b>	88575294	FOOTPRINT BARRIER TECHNOLOGY	
<b>Serial Number:</b>	88496846		
<b>Serial Number:</b>	88496731	FOOTPRINT	
<b>Serial Number:</b>	88407088	RESPONSIBOWL	
<b>Serial Number:</b>	88404613	FOOTPRINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

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**Phone:** 8585506412  
**Email:** lortiz@cooley.com  
**Correspondent Name:** LISA ORTIZ  
**Address Line 1:** C/O COOLEY LLP  
**Address Line 2:** 4401 EASTGATE MALL  
**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 330658-115

**NAME OF SUBMITTER:** LISA ORTIZ

**SIGNATURE:** /LISA ORTIZ/

**DATE SIGNED:** 02/18/2022

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement") dated as of February 18, 2022, is made by FOOTPRINT INTERNATIONAL, LLC, a Delaware limited liability company (the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation, as administrative agent and collateral agent ("Agent").

**RECITALS**

A. Grantor has entered into a Loan and Security Agreement with Agent, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit 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 (as defined in the Loan Agreement).

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, Grantor grants and pledges to Agent for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property constituting Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following (to the extent constituting Collateral):

(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");

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, 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;

(i) All amendments, 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 Agent. 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.

3. 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 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**FOOTPRINT INTERNATIONAL, LLC**  
a Delaware limited liability company

DocuSigned by:

*Stephen Burdumy*

By: \_\_\_\_\_  
3075EEC1D08B42D

Name: Stephen T. Burdumy

Title: Chief Legal Officer & Managing Director

**AGENT:**

**TRINITY CAPITAL INC.,**  
a Maryland corporation

DocuSigned by:

*Sarah Stanton*

By: \_\_\_\_\_  
1846B5639493453

Name: Sarah Stanton

Title: General Counsel and Secretary

[Signature Page to Intellectual Property Security Agreement]

**EXHIBIT A**  
**COPYRIGHTS**

None.

**EXHIBIT B****PATENTS**

<b>Grantor</b>	<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent No.</b>	<b>Date Granted</b>
Footprint International, LLC	Method for Simultaneously Pressing and cutting a Molded Fiber Part	16363910	3/25/2019	10683611	6/16/2020
Footprint International, LLC	Methods and Apparatus for Manufacturing Fiber-Based Beverage Holders	16104021	8/16/2018	10815622	10/27/2020
Footprint International, LLC	Die Press Assembly for Drying And Cutting Molded Fiber Parts	15606992	5/26/2017	10240286	3/26/2019
Footprint International, LLC	Methods and Apparatus for In-Line Die Cutting of Vacuum Formed Molded Pulp Containers	15606988	5/26/2017	10377547	8/13/2019
Footprint International, LLC	Method For Manufacturing Microwavable Food Containers	15342561	11/3/2016	9869062	1/16/2018
Footprint International, LLC	Method For Manufacturing Fiber-Based Meat Containers	15342555	11/3/2016	10087584	10/2/2018
Footprint International, LLC	Method For Manufacturing Fiber-Based Produced Containers	15342524	11/3/2016	9856608	1/2/2018
Footprint International, LLC	Methods and Apparatus for Manufacturing Fiber-Based, Foldable Packaging Assemblies	15221174	7/27/2016	10124926	11/13/2018
Footprint International, LLC	Methods For Manufacturing Fiber-Based Beverage Lids	15220377	7/26/2016	10036126	7/31/2018
Footprint International, LLC	Methods and Apparatus for Manufacturing Fiber-Based	15220376	7/26/2016	9988199	6/5/2018



Grantor	Title	Application Number	Application Date	Patent No.	Date Granted
	Microwavable Food Containers				
Footprint International, LLC	Methods and Apparatus for Manufacturing Fiber-Based Meat Containers	15220374	7/26/2016	10428467	10/1/2019
Footprint International, LLC	Methods and Apparatus for [Manufacturing] High-Strength Fiber-Based Beverage Holders	17080794	10/26/2020	20210039856	—
Footprint International, LLC	Methods and Apparatus for Manufacturing Fiber-Based Produce Containers	16790675	2/13/2020	20200256016	—
Footprint International, LLC	Methods, Apparatus, and Chemical Compositions for Selectively Coating Fiber-Based Food Containers	16726180	12/23/2019	20200208353	—
Footprint International, LLC	Methods, Apparatus, and Chemical Compositions for Selectively Coating Fiber-Based Food Containers	16726165	12/23/2019	20200206984	—
Footprint International, LLC	Methods and Apparatus for Manufacturing Fiber-Based Meat Containers	16588518	9/30/2019	20200024806	—
Footprint International, LLC	Methods and Apparatus for Manufacturing Fiber-Based Meat Containers	16457897	6/28/2019	20200407920	—
Footprint International, LLC	Acrylate and Non-Acrylate Based Chemical Compositions For Selectively Coating Fiber-Based Food Containers	16877419	5/18/2020	20200277738	—

Grantor	Title	Application Number	Application Date	Patent No.	Date Granted
Footprint International, LLC	Apparatus and Methods for Packaging And Shipping Wine Bottles	15953369	4/13/2018	20190315564	—
Footprint International, LLC	Methods and Apparatus for Manufacturing Fiber-Based Produce Containers	15220371	7/26/2016	20180030658	—
Footprint International, LLC	—	17513801	10/28/2021	—	—
Footprint International, LLC	—	17512171	10/27/2021	—	—
Footprint International, LLC	—	63272639	10/27/2021	—	—
Footprint International, LLC	—	63274648	11/2/2021	—	—
Footprint International, LLC	—	63190265	5/19/2021	—	—
Footprint International, LLC	—	17576435			
Footprint International, LLC	—	15,220,371	06/26/2016		
Footprint International, LLC	—	63186313	5/10/2021	—	—
Footprint International, LLC	—	63186303	5/10/2021	—	—
Footprint International, LLC	—	63182002	4/30/2021	—	—

**EXHIBIT C****TRADEMARKS**

<b>Grantor</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>
Footprint International, LLC	FOOTPRINT (& Leaf Logo)	97/119892	11/11/2021	—
Footprint International, LLC	FOOTPRINT (& Leaf Logo)	97/119889	11/11/2021	—
Footprint International, LLC	FOOTPRINT (& Leaf Logo)	97/119872	11/11/2021	—
Footprint International, LLC	FOOTPRINT CENTER (& Design)	97/065720	10/8/2021	—
Footprint International, LLC	FOOTPRINT CENTER	97/062900	10/6/2021	—
Footprint International, LLC	FOOTPRINT CENTER	90/834136	7/17/2021	—
Footprint International, LLC	FOOTPRINT PRINT TECHNOLOGY	90/597990	3/23/2021	—
Footprint International, LLC	FOOTPRINT HEALTHY PLANET. HEALTHY PEOPLE	90/459189	1/11/2021	—
Footprint International, LLC	FOOTPRINT HEALTHY PEOPLE. HEALTHY PLANET	90/384923	12/15/2020	—
Footprint International, LLC	FOOTPRINT BARRIER TECHNOLOGY	88/575294	8/12/2019	—
Footprint International, LLC	Footprint Logo (Design Only)	88/496846	7/1/2019	5960649
Footprint International, LLC	FOOTPRINT (& Design)	88/496731	7/1/2019	5965745
Footprint International, LLC	RESPONSIBOWL	88/407088	4/29/2019	
Footprint International, LLC	FOOTPRINT	88/404613	4/26/2019	5907818

**EXHIBIT D**

**MASK WORKS**

None.