

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716911

| | | | |
|-----------------------------------|-----------------------|------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Soli Organic Inc. | | 03/25/2022 | Corporation: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | Western Alliance Bank | | |
| Street Address: | 55 Almaden Boulevard | | |
| Internal Address: | Suite 100 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5272598 | FOODS TO BELIEVE IN | |
| Registration Number: | 5581971 | THAT'S TASTY PURE ORGANIC FLAVOR | |
| Registration Number: | 5587547 | THAT'S TASTY | |
| Registration Number: | 5650137 | DAMN TASTY! | |
| Registration Number: | 5702468 | A WEEK OF FLAVOR IN ONE LITTLE POT | |
| Registration Number: | 5702469 | EASY, RIDICULOUS FLAVOR! | |
| Registration Number: | 5799537 | THAT'S TASTY | |
| Registration Number: | 5819264 | THAT'S TASTY PURE ORGANIC FLAVOR | |
| Registration Number: | 6441553 | THAT'S TASTY | |
| Registration Number: | 2385544 | SHENANDOAH GROWERS | |
| Registration Number: | 6456160 | THAT'S TASTY PURE ORGANIC FLAVOR | |
| Serial Number: | 90590649 | SHENANDOAH GROWERS LOGISTICS | |
| Serial Number: | 90590472 | ADD A LITTLE LIFE TO YOUR FOOD | |
| Serial Number: | 90726731 | NERDY FARMING. CRAZY GOOD. | |
| Serial Number: | 90906538 | BRINGING NATURE INDOORS | |
| Serial Number: | 90906558 | SOLI | |
| Serial Number: | 97051432 | SOLI ORGANIC | |

CH \$440.00 5272598

CORRESPONDENCE DATA**Fax Number:**

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: (619) 699-2708
Email: christian.cruz@us.dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 401 B Street
Address Line 2: Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Matt Schwartz |
| SIGNATURE: | /s/ Matt Schwartz |
| DATE SIGNED: | 03/25/2022 |

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of March 25, 2022, by and between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and SOLI ORGANIC INC., a Virginia corporation ("Grantor"), is made with reference to that certain Loan and Security Agreement by and between Lender and Grantor, dated as of the same date hereof (as amended from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:
SOLI ORGANIC INC., a Virginia corporation

By: DocuSigned by:
Michael Buckley
1C738AD2214E412...

Name: Mike Buckley

Title: Chief Financial Officer

Address for Notices:
SOLI ORGANIC INC.
3156 N Valley Pike
Rockingham, VA 22802
Attn: Mike Buckley, CFO
Email: mike@SoliOrganic.com

LENDER:
WESTERN ALLIANCE BANK, an Arizona corporation

By: DocuSigned by:
Brian McCabe
BEDCD146AEPF469...

Name: Brian McCabe

Title: Senior Director

Address for Notices:
Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax:(408) 282-1681

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A


COPYRIGHTS

Please Check if No Copyrights Exist

| <u>Type of Work:</u> | <u>Title:</u> | <u>International Standard Serial Number (ISSN):</u> | <u>Registration Number:</u> | <u>Filing Date:</u> | <u>Pre - registered</u> |
|----------------------|---------------|---|-----------------------------|---------------------|-------------------------|
| | | | | | |
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Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

| <u>Number:</u> | <u>Mark / Title:</u> | <u>Serial Number:</u> | <u>Registration Number:</u> | <u>Filing Date:</u> |
|----------------------|---|-----------------------|-----------------------------|---------------------|
| UNITED STATES | | | | |
| 1 | FOODS TO BELIEVE IN | 87113517 | 5272598 | 07/22/2016 |
| 2 | THAT'S TASTY PURE ORGANIC FLAVOR (Cl. 31) | 87559843 | 5581971 | 08/08/2017 |
| 3 | THAT'S TASTY (Cl. 31) | 87559818 | 5587547 | 08/08/2017 |
| 4 | DAMN TASTY | 87447456 | 5650137 | 05/12/2017 |
| 5 | A WEEK OF FLAVOR IN ONE LITTLE POT | 88064334 | 5702468 | 08/03/2018 |
| 6 | EASY, RIDICULOUS FLAVOR! | 88064371 | 5702469 | 08/03/2018 |
| 7 | THAT'S TASTY (Cl. 31) | 88224256 | 5799537 | 12/11/2018 |
| 8 | THAT'S TASTY PURE ORGANIC FLAVOR & DESIGN (Cl. 31)  | 88224250 | 5819264 | 12/11/2018 |
| 9 | THAT'S TASTY (Cl. 30) | 88224260 | 6441553 | 12/11/2018 |
| 10 | SHENANDOAH GROWERS | 75819343 | 2385544 | 10/12/1999 |
| 11 | THAT'S TASTY PURE ORGANIC FLAVOR & DESIGN (Cl. 30)  | 88224251 | 6456160 | 12/11/2018 |
| 12 | SHENANDOAH GROWERS LOGISTICS | 90590649 | N/A | 03/19/2021 |
| 13 | ADD A LITTLE LIFE TO YOUR FOOD | 90590472 | N/A | 03/19/2021 |
| 14 | NERDY FARMING. CRAZY GOOD. | 90726731 | N/A | 05/21/2021 |
| 15 | BRINGING NATURE INDOORS | 90906538 | N/A | 08/27/2021 |
| 16 | SOLI | 90906558 | N/A | 08/27/2021 |
| 17 | SOLI ORGANIC | 97051432 | N/A | 09/29/2021 |
| CANADA | | | | |
| 1 | THAT'S TASTY (Cls. 29, 30 & 31) | N/A | N/A | 03/16/2018 |
| 2 | THAT'S TASTY PURE ORGANIC FLAVOR (Cls. 29, 30 & 31) | N/A | TMA1105407 | 03/16/2018 |
| POLAND | | | | |
| 1 | THAT'S TASTY PURE ORGANIC FLAVOR (Cls. 29, 30 & 31) | N/A | R.332954 | 01/16/2020 |
| SWEDEN | | | | |
| 1 | THAT'S TASTY PURE ORGANIC FLAVOR & DESIGN (Cls. 29, 30 & 31) | N/A | 604372 | 09/25/2019 |


| <u>Number:</u> | <u>Mark / Title:</u> | <u>Serial Number:</u> | <u>Registration Number:</u> | <u>Filing Date:</u> |
|----------------|---|-----------------------|-----------------------------|---------------------|
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EXHIBIT C

PATENTS

Please Check if No Patents Exist

| <u>Number:</u> | <u>Title:</u> | <u>Patent Number:</u> | <u>Application Serial Number:</u> | <u>Issued or Published or Pending:</u> | <u>Issue Date:</u> |
|----------------|---|-----------------------|-----------------------------------|--|--------------------|
| 1 | Produce Container | N/A | 63/160,440 | Pending | N/A |
| 2 | Produce Container | N/A | 63/171,795 | Pending | N/A |
| 3 | Control Systems for Efficient Nutrient Delivery Production for Indoor Organic Growing | N/A | 63/208,650 | Pending | N/A |
| 4 | Systems and Methods for Managing Oxygen Levels and Microorganisms to Produce Organic Nutrients | N/A | 63/190,053 | Pending | N/A |
| 5 | Apparatus and Method for Management of Localized Environment for Indoor Plant Growing Facilities | N/A | 63/177,702 | Pending | N/A |
| 6 | Systems and Methods for Automated Management of Environmental Characteristics and Microorganisms to Produce and Distribute Organic Nutrients for Growing Plants | N/A | 63/190,050 | Pending | N/A |
| 7 | Control Systems and Methods for Managing a Localized Growing Environment for Organic Indoor Growing | N/A | 63/208,652 | Pending | N/A |
| 8 | Method and Systems for Growing Plants | N/A | 2988507 | Pending | N/A |
| 9 | Method and Systems for Growing Plants | N/A | 16808148.7 | Published | N/A |
| 10 | Method and Systems for Growing Plants | N/A | 10201911735V | Published | N/A |
| 11 | Method and Systems for Growing Plants | N/A | 15/580,317 | Published | N/A |
| 12 | Method for Growing Herbs | 2,854,537 | 2854537 | Issued | 8/31/21 |
| 13 | Method and Systems for Growing Plants | N/A | MX/a/2017/0159 13 | Pending | N/A |
| 14 | Improving Spacing and/or Ventilation Conditions in the Cultivation Environment of Plants | N/A | PCT/US21/4925 8 | Pending | N/A |
| 15 | Improving Spacing and/or | N/A | 17/471,021 | Pending | N/A |

| <u>Number:</u> | <u>Title:</u> | <u>Patent Number:</u> | <u>Application Serial Number:</u> | <u>Issued or Published or Pending:</u> | <u>Issue Date:</u> |
|----------------|---|-----------------------|---------------------------------------|--|--------------------|
| | Ventilation Conditions in the Cultivation Environment of Plants | | | | |
| 16 | Method for Growing Herbs | N/A | 17/470,702 | Pending | N/A |
| 17 | Method and Systems for Growing Plants | N/A | MX/a/2021/0138 04 | Pending | N/A |