

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIVE CROP PROTECTION INC.		03/17/2022	Corporation:
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	161 Bay Street, Suite 4410		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	97113288	VILOPRID	
Serial Number:	90567899	ALLOMIX	
Serial Number:	90139525	ABIGATOR	
Registration Number:	6532031	AZTERKNOT	
Registration Number:	6290855	XYLER	
Registration Number:	6080919	AVERLAND	
Registration Number:	6080920	MIDAC	
Registration Number:	5281967	AZTEROID	
Registration Number:	5281968	BIFENDER	
Registration Number:	5187145	VIVE CROP PROTECTION	
Registration Number:	4935327	ALLOSPERSE	
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:	16046437942		
Email:	rrodrigues@mccarthy.ca		
Correspondent Name:	Vincent Kam Sun Yip		
Address Line 1:	745 Thurlow Street, Suite 2400		

CH \$290.00 97113288

Address Line 4:	Vancouver, BC, CANADA V6E0C5
NAME OF SUBMITTER:	Vincent Kam-Sun Yip
SIGNATURE:	/VincentKamSunYip/
DATE SIGNED:	04/18/2022
Total Attachments: 9 source=D. 2. Vive.Crop(SVB) - IP Security Agreement#page1.tif source=D. 2. Vive.Crop(SVB) - IP Security Agreement#page2.tif source=D. 2. Vive.Crop(SVB) - IP Security Agreement#page3.tif source=D. 2. Vive.Crop(SVB) - IP Security Agreement#page4.tif source=D. 2. Vive.Crop(SVB) - IP Security Agreement#page5.tif source=D. 2. Vive.Crop(SVB) - IP Security Agreement#page6.tif source=D. 2. Vive.Crop(SVB) - IP Security Agreement#page7.tif source=D. 2. Vive.Crop(SVB) - IP Security Agreement#page8.tif source=D. 2. Vive.Crop(SVB) - IP Security Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is dated as of March 17, 2022 (this “**Agreement**”) and made by **VIVE CROP PROTECTION INC.** (“**Borrower**”) to and in favour of **SILICON VALLEY BANK** (“**Bank**”).

WHEREAS:

- A. Pursuant to the loan and security agreement dated as of March 17, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”) between Borrower and Bank, Bank has provided certain credit facilities in favour of Borrower;
- B. Pursuant to the Loan and Security Agreement, Borrower granted a security interest in and to all of Borrower’s personal property and real property, including the intellectual property rights listed in **Schedule A** attached hereto, as collateral security for the payment and performance of the Obligations (as defined therein); and
- C. The parties wish to enter into this Agreement to confirm Borrower’s grant in furtherance of a security interest in, to, and under Borrower’s intellectual property rights to Bank.

NOW THEREFORE WITNESSETH that, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Borrower, Borrower agrees as follows:

1 INTERPRETATION

1.1 Terms Incorporated for Reference. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings attributed to them in the Loan and Security Agreement.

1.2 Defined Terms. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the following meanings:

“**IP Collateral**” has the meaning set forth in Section 2.1;

“**Licenses**” means any and all licenses, sub-licenses, leases, sub-leases, agreements to license or sub-license or lease or sub-lease, rights of use or control (whether as licensee or licensor or lessee or lessor and whether exclusive or nonexclusive) in respect of or in connection with the acquisition, ownership or use of Intellectual Property, together in each case with any amendments, supplements, modifications, extensions, renewals or replacements thereof, and “**License**” means any one of them; and

“**Security Interest**” means the Liens granted in this Agreement.

1.3 Incorporation of Schedules. **Schedule A** shall, for all purposes hereof, form an integral part of this Agreement.

2 SECURITY

2.1 Grant of Security. Borrower hereby grants to Bank a Lien in, all of Borrower’s right, title and interest throughout the world in and to the following property, which is currently or in the future may be owned, created, acquired, or used (whether pursuant to a License or otherwise) by Borrower, in whole or in part (collectively, the “**IP Collateral**”, and all references thereto herein include any part thereof):

(a) all trademarks and rights and interests which are capable of being protected as trademarks (including trademarks, service marks, certification marks, designs, logos, indicia, trade-names, corporate names, company names, business names, fictitious business names, trade styles, domain names, and other source or business identifiers, and applications pertaining thereto), Licenses in respect thereof and rights to register, renew and extend

such trademarks and trademark rights and any and all copyrights in such trademarks, including those listed in **Schedule A** attached hereto;

(b) all patents, patent applications, industrial designs, and industrial design applications, including all reissues, divisions and continuations in part, Licenses in respect thereof, foreign filing rights, and rights to register, renew and extend such rights, including those listed in **Schedule A** attached hereto;

(c) the right to register trademark claims and to apply for, renew and extend trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Bank for past, present and future infringements or violations of trademarks, registrations, or other trademark rights and the associated goodwill;

(d) all of Borrower's right, title and interest in and to all patentable and unpatentable inventions and all industrial designs, and to file applications for patents and industrial designs and to request re-examination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Borrower or in the name of Bank for past, present and future infringements of the patents and industrial designs;

(e) all copyrights, copyright applications, copyright registrations, know-how, trade secrets, technical processes, recipes and formulae and Licenses in respect thereof;

(f) all general intangibles relating to the foregoing, including all associated goodwill; and

(g) all proceeds of and rights associated with any and all of the foregoing (including, without limitation, claims by Borrower against third parties for past, present or future infringement of the Intellectual Property, including those items listed in **Schedule A**, or for injury to the goodwill associated with the use of any of the trademarks or for breach or enforcement of any License, royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guarantee, payable by reason of loss or damage to or otherwise with respect to the IP Collateral.

2.2 **Loan and Security Agreement.** The Security Interest granted to Bank herein is granted in furtherance, and not in limitation, of the security interests and Liens granted to Bank pursuant to the Loan and Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Bank with respect to the IP Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

3 GENERAL

3.1 **Discharge.** Upon payment in full of all Obligations and the termination of the Loan and Security Agreement, the Security Interest granted herein shall terminate and Bank shall, at the cost and expense of Borrower, execute, acknowledge, and deliver to Borrower an instrument in writing in recordable form releasing the Security Interest in the IP Collateral under this Agreement.

3.2 **No Merger, etc.** No judgment recovered by Bank shall operate by way of merger of or in any way affect the Security Interest, which is in addition to and not in substitution for any other security now or hereafter held by Bank in respect of the Obligations.

3.3 **Successors and Assigns.** This Agreement shall be binding upon Borrower, its successors and permitted assigns, and shall enure to the benefit of Bank and its successors and assigns. Borrower may not assign or transfer this Agreement or any rights or obligations under it without Bank's prior written consent (which may be granted or withheld in Bank's sole discretion) and any other attempted assignment or transfer by Borrower shall be null and void. All rights of Bank hereunder shall be assignable in accordance with the terms of the Loan and Security Agreement.

3.4 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and of the federal laws of Canada applicable therein.


3.6 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed signature page of this Agreement by electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

3.7 Captions and Section References. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless indicated otherwise, section references herein are to sections of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF Borrower has duly executed this Agreement as of date first written above.

VIVE CROP PROTECTION INC.

DocuSigned by:

By: _____
Name: Barb Hopper
Title: CFO & VP Ops




By: _____
Name:
Title:


SCHEDULE A
INTELLECTUAL PROPERTY

US Copyright Registrations

	Title	Date of Publication	Registration Number & Registration Date	Copyright Claimant
1.	AZteroid Specimen Label	Pub Date: 2016-01-18	Reg No: TX0008257539 Reg Date: 2016-02-08	Vive Crop Protection Inc.
2.	Bifender Specimen Label	Pub Date: 2016-01-18	Reg No: TX0008244677 Reg Date: 2016-02-08	Vive Crop Protection Inc.

Trademarks**Canadian Trademark Registrations and Applications**

	Trademark	Application Number & Application Date	Registration Number & Registration Date	Owner
1.	AZTEROID DESIGN 	App No: 1909959 App Date: 17-JUL-2018	Reg No: TMA1086684 Reg Date: 30-OCT-2020	Vive Crop Protection Inc.
2.	VIVE CROP PROTECTION	App No: 1555043 App Date: 06-DEC-2011	Reg No: TMA891606 Reg Date: 04-DEC-2014	Vive Crop Protection Inc.
3.	VIVE & DESIGN 	App No: 1555048 App Date: 06-DEC-2011	Reg No: TMA891607 Reg Date: 04-DEC-2014	Vive Crop Protection Inc.
4.	ALLOSPERSE	App No: 1490860 App Date: 03-AUG-2010	Reg No: TMA813389 Reg Date: 06-DEC-2011	Vive Crop Protection Inc.
5.	VIVE NANO	App No: 1413958 App Date: 09-OCT-2008	Reg No: TMA765180 Reg Date: 28-APR-2010	Vive Crop Protection Inc.
6.	VIVE NANO Design 	App No: 1413959 App Date: 09-OCT-2008	Reg No: TMA791990 Reg Date: 02-MAR-2011	Vive Crop Protection Inc.

7.	SIMPLE SMALL & Design 	App No: 1413966 App Date: 09-OCT-2008	Reg No: TMA798956 Reg Date: 01-JUN-2011	Vive Crop Protection Inc.
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U.S. Trademark Registrations and Applications

	Trademark	Application Number & Application Date	Registration Number & Registration Date	Owner
1.	VILOPRID	App No: 97113288 App Date: 08-NOV-2021	N/A	Vive Crop Protection Inc.
2.	ALLOMIX	App No: 90567899 App Date: 09-MAR-2021	N/A	Vive Crop Protection Inc.
3.	ABIGATOR	App No: 90139525 App Date: 26-AUG-2020	N/A	Vive Crop Protection Inc.
4.	AZTERKNOT	App No: 90106120 App Date: 11-AUG-2020	Reg No: 6532031 Reg Date: 19-OCT-2021	Vive Crop Protection Inc.
5.	XYLER	App No: 88828186 App Date: 10-MAR-2020	Reg No: 6290855 Reg Date: 09-MAR-2021	Vive Crop Protection Inc.
6.	AVERLAND	App No: 88135609 App Date: 28-SEP-2018	Reg No: 6080919 Reg Date: 16-JUN-2020	Vive Crop Protection Inc.
7.	MIDAC	App No: 88135619 App Date: 28-SEP-2018	Reg No: 6080920 Reg Date: 16-JUN-2020	Vive Crop Protection Inc.
8.	AZTEROID	App No: 86864336 App Date: 04-JAN-2016	Reg No: 5281967 Reg Date: 05-SEP-2017	Vive Crop Protection Inc.
9.	BIFENDER	App No: 86864340 App Date: 04-JAN-2016	Reg No: 5281968 Reg Date: 05-SEP-2017	Vive Crop Protection Inc.
10.	VIVE CROP PROTECTION	App No: 86642686 App Date: 27-MAY-2015	Reg No: 5187145 Reg Date: 18-APR-2017	Vive Crop Protection Inc.
11.	ALLOSPERSE	App No: 86642694 App Date: 27-MAY-2015	Reg No: 4935327 Reg Date: 12-APR-2016	Vive Crop Protection Inc.

Patents**Granted Canadian Patents**

	Patent No.	Title	Filing Date	Issue Date	Owner
1.	2,936,968	Mectin and Milbemycin Formulations	2014-02-05	2021-02-23	Vive Crop Protection Inc.
2.	2,936,966	Triazole Formulations	2014-01-31	2021-09-14	Vive Crop Protection Inc.
3.	2,914,556	Herbicide Formulations	2013-06-11	2020-08-18	Vive Crop Protection Inc.
4.	2,882,679	Strobilurin Formulations	2012-08-23	2019-10-15	Vive Crop Protection Inc.
5.	2,881,307	Pyrethroid Formulations	2012-08-23	2020-12-15	Vive Crop Protection Inc.
6.	2,793,082	Methods to Formulate Neural Organic Compounds with Polymer Nanoparticles	2011-03-24	2020-04-28	Vive Crop Protection Inc.
7.	2,737,452	Methods to Produce Polymer Nanoparticles and Formulations of Active Ingredients	2009-09-25	2018-05-22	Vive Crop Protection Inc.
8.	2,677,894	Control of Transport Properties to and from Nanoparticle Surfaces	2008-02-15	2015-12-01	Vive Crop Protection Inc.
9.	2,625,880	Composite Nanoparticles, Nanoparticles and Methods for Producing Same	2006-10-13	2016-10-11	Vive Crop Protection Inc.

Pending Canadian Patent Application

	Patent Application No.	Title	Filing Date	Issue Date	Owner
1.	3,132,424	Crystallization Inhibitors in Agricultural Formulations	2019-08-30	N/A	Vive Crop Protection Inc.

Granted U.S. Patents

	Patent No./ Application No.	Title	Filing Date	Issue Date	Owner
1.	10,966,422	Pyrethroid formulations	2019-10-09	2021-04-06	Vive Crop Protection Inc.
2.	10,455,830	Pyrethroid formulations	2017-05-25	2019-10-29	Vive Crop Protection Inc.
3.	10,206,391	Strobilurin formulations	2012-08-23	2019-02-19	Vive Crop Protection Inc.

4.	10,070,650	Methods to produce polymer nanoparticles and formulations of active ingredients	2017-04-05	2018-09-11	Vive Crop Protection Inc.
5.	9,961,901	Mectin and milbemycin nanoparticle formulations	2016-06-14	2018-05-08	Vive Crop Protection Inc.
6.	9,961,900	Herbicide formulations	2013-06-11	2018-05-08	Vive Crop Protection Inc.
7.	9,686,979	Pyrethroid formulations	2012-08-23	2017-06-27	Vive Crop Protection Inc.
8.	9,648,871	Methods to produce polymer nanoparticles and formulations of active ingredients	2016-05-16	2017-05-16	Vive Crop Protection Inc.
9.	9,392,786	Mectin and milbemycin polyelectrolyte nanoparticle formulations	2014-02-05	2016-07-19	Vive Crop Protection Inc.
10.	9,363,994	Nanoparticle formulations of active ingredients	2014-05-30	2016-06-14	Vive Crop Protection Inc.
11.	RE45,848	Composite nanoparticles, nanoparticles and methods for producing same	2013-06-19	2016-01-19	Vive Crop Protection Inc.
12.	8,741,808	Methods to produce polymer nanoparticles and formulations of active ingredients	2013-01-15	2014-06-03	Vive Crop Protection Inc.
13.	8,283,036	Composite nanoparticles containing organic ions	2011-06-17	2012-10-09	Vive Crop Protection Inc.
14.	8,257,785	Producing composite nanoparticles	2011-06-17	2012-09-04	Vive Crop Protection Inc.
15.	8,182,867	Producing composite nanoparticles containing organic ions	2011-06-17	2012-05-22	Vive Crop Protection Inc.
16.	8,084,397	Methods to produce polymer nanoparticles and formulations of active ingredients	2010-05-06	2011-12-27	Vive Crop Protection Inc.
17.	8,003,166	Composite nanoparticles, nanoparticles and methods for producing same	2008-05-07	2011-08-23	Vive Crop Protection Inc.

18.	7,967,890	Producing nanoparticles using nanoscale polymer templates	2009-12-04	2011-06-28	Vive Crop Protection Inc.
19.	7,964,277	Composite nanoparticles, nanoparticles and methods for producing same	2007-05-07	2011-06-21	Vive Crop Protection Inc.
20.	7,645,318	Producing nanoparticles using nanoscale polymer templates	2008-05-07	2010-01-12	Vive Crop Protection Inc.
21.	7,534,490	Composite nanoparticles, nanoparticles and methods for producing same	2008-09-23	2009-05-19	Vive Crop Protection Inc.
22.	7,501,180	Nanoparticles confined in polyelectrolytes	2008-05-07	2009-03-10	Vive Crop Protection Inc.

Pending US Patent Application

	Application No.	Title	Filing Date	Issue Date	Owner
1.	US17/182,864	Pyrethroid formulations	2021-02-23	N/A	Vive Crop Protection Inc.
2.	US17/271,358	Crystallization inhibitors in agricultural formulations	2019-08-30	N/A	Vive Crop Protection Inc.
3.	US16/788,906	Methods to formulate neutral organic compounds with polymer nanoparticles	2020-02-12	N/A	Vive Crop Protection Inc.
5.	US16/637,420	Multi-component, soil-applied, pesticidal compositions	2018-08-15	N/A	Vive Crop Protection Inc.
6.	US16/225,251	Strobilurin formulations	2018-12-19	N/A	Vive Crop Protection Inc.