

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Farmer's Business Network, Inc.		06/03/2022	Corporation: DELAWARE
Generic Crop Science LLC		06/03/2022	Limited Liability Company: DELAWARE
Gradable LLC		06/03/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 33			
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	
Registration Number:	6043370	FF F2F GENETICS NETWORK	

CH \$840.00 4957547

Property Type	Number	Word Mark
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:	4438935	WILLOWOOD USA
Registration Number:	5555310	NEMAMECTIN
Registration Number:	5596655	WILLOWOOD SULFENTRAZONE MTZ
Registration Number:	6680482	GRADABLE

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:	06/03/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of June 3, 2022 by (i) FARMER'S BUSINESS NETWORK, INC., a Delaware corporation ("FBN"), (ii) FBN INPUTS, LLC, a Delaware limited liability company, (iii) GENERIC CROP SCIENCE LLC, a Delaware limited liability company, (iv) GRADABLE LLC, a Delaware limited liability company, and (v) FBN BR LLC, a Delaware limited liability company (each a "Grantor"), in favor of SILICON VALLEY BANK, as administrative agent (together with its successors, in such capacity, "Agent") for the banks and other financial institutions or entities (collectively, the "Lenders") from time to time party to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among FBN, the Lenders party thereto and the Agent.

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to FBN (the "Loans") in the amounts and manner set forth in the Credit Agreement.

B. To secure the Loans, FBN, the other Grantors, and the certain other direct and indirect subsidiaries of FBN party thereto from time to time (collectively, the "Loan Parties") have entered into that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Collateral Agreement"), pursuant to which, among other things, Grantor has granted to Agent 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, including the certain Copyrights, Trademarks, and Patents (as each term is described below); capitalized terms used but not otherwise defined herein are as defined in the Collateral 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 FBN's obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure FBN's obligations under the Credit Agreement, each Grantor grants and pledges to the Agent, for the ratable benefit of the Secured Parties, 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) all Copyrights (including, without limitation, those set forth on Exhibit A attached hereto);

(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 (including, without limitation, those set forth on Exhibit B attached hereto);

(e) all Trademarks (including, without limitation, those set forth on Exhibit C attached hereto);

(f) [reserved];

(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, or Trademarks 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, or Patents; 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; provided, however, that notwithstanding anything to the contrary contained in clauses (a) through (j) above, the security interests created by this Agreement shall not extend to, and the term "Intellectual Property Collateral" (including all of the individual items comprising Intellectual Property Collateral) shall not include, any Excluded Assets.

Notwithstanding any of the other provisions set forth in this Section 1, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any Requirement of Law of a Governmental Authority or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except (i) to the extent that the terms in such contract, license, instrument or other document providing for such prohibition, breach, default or termination, or requiring such consent are not permitted under the terms and conditions of the Credit Agreement or (ii) to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under Section 9406, 9407, 9408 or 9409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, however, that such security interest shall attach immediately at such time as such Requirement of Law is not effective or applicable, or such prohibition, breach, default or termination is no longer applicable or is waived, and to the extent severable, shall attach immediately to any portion of the Intellectual Property Collateral that does not result in such consequences; and provided, further, that no United States intent-to-use trademark or service mark application shall be included in the Intellectual Property Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law. After such period, each Grantor acknowledges that such interest in such trademark or service mark application shall be subject to a security interest in favor of the Agent and shall be included in the Intellectual Property Collateral.

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.

3. Authorization. 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.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Collateral Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement or the Collateral Agreement, as applicable, 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 Credit Agreement, the Collateral 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 permitted in accordance with the provisions of the Credit Agreement.

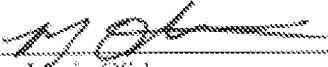
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

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.
FBN INPUTS, LLC
GENERIC CROP SCIENCE LLC
GRADABLE LLC
FBN BR LLC

By: 
Name: Maria Olide
Title: Chief Financial Officer

AGENT:

SILICON VALLEY BANK

By: _____
Name: Joshua Wagner
Title: Vice President

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.
FBN INPUTS, LLC
GENERIC CROP SCIENCE LLC
GRADABLE LLC
FBN BR LLC

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

AGENT:

SILICON VALLEY BANK

By: _____
Name: Joshua Wagner
Title: Vice President

EXHIBIT A

Copyrights of Grantor

None.

EXHIBIT B

Farmer's Business Network, Inc.
U.S. Patents and Applications

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
YIELD ANALYSIS THROUGH AGRONOMIC ANALYTICS	14/746769	06/22/2015	10768156	09/08/2020
YIELD ANALYSIS THROUGH AGRONOMIC ANALYTICS	16/987133	08/06/2020	N/A	N/A
A COMBINATION COMPRISING A TRIKETONE HERBICIDE AND A DIPHENYLETHER HERBICIDE, AND A METHOD FOR MAKING AND USING THE COMBINATION	63/211959	08/06/2020	N/A	N/A

FBN Inputs, LLC
U.S. Patents and Applications

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
MAIZE VARIETY '166-048'	63/092275	10/15/2020	N/A	N/A
MAIZE VARIETIES '164-005>1' AND '164-005>2'	63/092335	10/15/2020	N/A	N/A

Generic Crop Science LLC
U.S. Patents and Applications

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
A COMBINATION COMPRISING A BENZAMIDE HERBICIDE AND A PYRIDINE CARBOXYLIC ACID HERBICIDE, AND A METHOD FOR MAKING AND USING THE COMBINATION	17/331248	05/26/2021	N/A	N/A

Generic Crop Science LLC
Farmer's Business Network Canada, Inc.
Canadian Patents and Applications

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
A COMBINATION COMPRISING A BENZAMIDE HERBICIDE AND A PYRIDINE CARBOXYLIC ACID HERBICIDE, AND A METHOD FOR MAKING AND USING THE COMBINATION	3120831	06/02/2021	N/A	N/A

EXHIBIT C

Farmer's Business Network, Inc.
U.S. Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FARMERS BUSINESS NETWORK	4957547	5/10/2016
FBN	5078480	11/8/2016
FARMERS FIRST	5561532	9/11/2018
(design only)	5235717	7/4/2017
(design only)	5231739	6/27/2017
FBN	5595865	10/30/2018
FBN	6048313	5/5/2020
FARMERS BUSINESS NETWORK	5258050	8/1/2017
FBN DIRECT	6211381	12/1/2020
FBN DIRECT	5617545	11/27/2018
F2F	5670972	2/5/2019
FARMERS FIRST (and design)	5652418	1/15/2019
FARMERS BUSINESS NETWORK	5323964	10/31/2017
F2F GENETICS NETWORK	6066054	5/26/2020
FF F2F GENETICS NETWORK (stylized)	6043370	4/28/2020
FF (stylized)	6043371	4/28/2020
ACT360	6043348	4/28/2020
CROSSLOCK	6043350	4/28/2020
QUADRAXX	6043349	4/28/2020
ATARRUS	6043368	4/28/2020
FF F2F GENETICS NETWORK (stylized)	6043369	4/28/2020
NUEVE	5956951	1/7/2020
PERPHECT H20	4478811	2/4/2014
PREMIBOOST	5608634	11/13/2018
PERPHECT HOOF	4949074	5/3/2016
OGH	4557468	6/24/2014
PROPIG	5565706	9/18/2018

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
PROPIG	5453720	4/24/2018
PROPIG	3006138	10/11/2005

Farmer's Business Network, Inc.
Canadian Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FARMERS BUSINESS NETWORK	3/28/2018	TMA993454
FBN	3/28/2018	TMA993451
FARMERS FIRST	11/14/2018	TMA1008932
(design only)	4/12/2021	TMA1097985
FBN	12/30/2020	TMA1090723
FARMERS BUSINESS NETWORK	11/4/2019	TMA1061861
FBN DIRECT	4/21/2020	TMA1077083
(design only)	3/1/2021	TMA1094608
CLEVER	5/25/2015	TMA904469
FOAX	2/24/2015	TMA897325
SMOKE	2/24/2015	TMA897326
INJECT-N	2/24/2015	TMA897327

Farmer's Business Network, Inc.
Canadian Trademark Applications

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
FBN	1722323	9/1/2021
FARMERS FIRST	1755915	9/1/2021
(design only)	1807397	9/1/2021
(design only)	1807396	9/1/2021
FBN DIRECT	1845655	9/1/2021
F2F GENETICS NETWORK	1945385	2/8/2019
SOY+1	1946412	2/14/2019

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
FF F2F GENETICS NETWORK (stylized)	1945413	2/8/2019
FF (stylized)	1945411	2/8/2019
ACT360	1951351	3/13/2019
QUADRAXX	1951352	3/13/2019
ATARRUS	1953523	3/25/2019
FF F2F GENETICS NETWORK (stylized)	1945412	2/8/2019
NUEVE	1958171	4/18/2019
PURSUE YOUR PROSPERITY	2071699 (IR 1565394)	11/3/2020
FARMERS FIRST FARMERS BUSINESS NETWORK (and design)	2097790	4/7/2021
PRO AG PROFESSIONAL AG DISTRIBUTION (and design)	2161639	1/21/2022
PLANT IN CIRCLE DESIGN	2168360	9/03/2021

Generic Crop Science LLC
U.S. Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
WILLOWOOD USA	4438935	11/26/2013
NEMAMECTIN	5555310	1/31/2018
WILLOWOOD SULFENTRAZONE MTZ	5596655	10/30/2018

Gradable LLC
U.S. Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
GRADABLE	6680482	3/22/2022