

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774192

<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>
Vive Crop Protection, Inc.		09/30/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	181 Bay St., Suite 4220		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2S1		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97456687	PRECISION CHEMISTRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5135796457		
<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>			
<b>Phone:</b>	5135621401		
<b>Email:</b>	mhurst@kmlaw.com		
<b>Correspondent Name:</b>	J. Michael Hurst		
<b>Address Line 1:</b>	One East Fourth Street, Suite 1400		
<b>Address Line 4:</b>	CINCINNATI, OHIO 45202-3752		
<b>NAME OF SUBMITTER:</b>	J. Michael Hurst		
<b>SIGNATURE:</b>	/j. michael hurst/		
<b>DATE SIGNED:</b>	12/14/2022		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is dated as of September 30, 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 amended and restated loan and security agreement dated as of the date hereof (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.**

By: DocuSigned by:  
*Darren Anderson*  
Name: Darren Anderson  
Title: Chief Executive Officer

**SCHEDULE A  
INTELLECTUAL PROPERTY**

**Patents**

*Granted Chinese Patents*

Patent No. / Application Number	Application Status	Title	Filing Date	Issue Date	Publication Date	Owner
1. ● / 201510684192.7	Allowed	METHODS TO PRODUCE POLYMER NANOPARTICLES AND FORMULATIONS OF ACTIVE INGREDIENTS	25-September-2009	●	10-Feb-2016	Vive Crop Protection Inc.

*Granted U.S. Patents*

Patent Application No.	Application Status	Title	Filing Date	Issue Date	Publication Date	Owner
1. 11344028 / 16225251	Granted	STROBILURIN FORMULATIONS	19-Dec-2018	5/31/2022	05-September-2019	Vive Crop Protection Inc.
2. ● / 17182864	Allowed	PYRETHROID FORMULATIONS	23-Feb-2021	●	21-October-2021	Vive Protection Inc.
3. ● / 16637420	Allowed	MULTI-COMPONENT, SOIL-APPLIED, PESTICIDAL COMPOSITIONS	07-Feb-2020	●	11-June-2020	Vive Crop Protection Inc.

*Pending US Patent Application*

Application No.	Application Status	Title	Filing Date	Issue Date	Publication Date	Owner
1. 17698076	Published	METHODS TO FORMULATE NEUTRAL ORGANIC COMPOUNDS WITH POLYMER NANOPARTICLES	18-Mar-2022	●	7-Jul-2022	Vive Crop Protection Inc.

**Trademarks**

*Pending U.S. Trademark Application*

Mark	Serial Number	Application Date	Owner
1. PRECISION CHEMISTRY	97456687	June 14, 2022	Vive Crop Protection Inc.

221267/556797  
MTDOCS 45643186

**TRADEMARK**

**REEL: 007920 FRAME: 0473**

**RECORDED: 12/14/2022**