

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776542

<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>
ZERO ACRE FARMS INC.		12/23/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6895900	ZERO ACRE FARMS	
<b>Registration Number:</b>	6901718	CULTURED OIL	
<b>Serial Number:</b>	97117738	ZERO ACRE	
<b>Serial Number:</b>	97703712	ZERO ACRE FARMS	
<b>Serial Number:</b>	97703708	CULTURED OIL	
<b>Serial Number:</b>	97703720	ZERO ACRE	
<b>Serial Number:</b>	97149497	EAT BETTER FAT	
<b>Serial Number:</b>	97382325	CULTURED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN PEPPER LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.003397		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		

CH \$215.00 6895900

<b>SIGNATURE:</b>	/Christopher C. Close Jr./
<b>DATE SIGNED:</b>	12/27/2022
<b>Total Attachments: 9</b> source=SVB_Zero_Acre_(Intellectual_Property_Security_Agreement_10_22)#page1.tif source=SVB_Zero_Acre_(Intellectual_Property_Security_Agreement_10_22)#page2.tif source=SVB_Zero_Acre_(Intellectual_Property_Security_Agreement_10_22)#page3.tif source=SVB_Zero_Acre_(Intellectual_Property_Security_Agreement_10_22)#page4.tif source=SVB_Zero_Acre_(Intellectual_Property_Security_Agreement_10_22)#page5.tif source=SVB_Zero_Acre_(Intellectual_Property_Security_Agreement_10_22)#page6.tif source=SVB_Zero_Acre_(Intellectual_Property_Security_Agreement_10_22)#page7.tif source=SVB_Zero_Acre_(Intellectual_Property_Security_Agreement_10_22)#page8.tif source=SVB_Zero_Acre_(Intellectual_Property_Security_Agreement_10_22)#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between SILICON VALLEY BANK (“Bank”) and ZERO ACRE FARMS INC. (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement (the “Intellectual Property Collateral”).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 Bank a security interest in all of 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) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(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 Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of 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;

(h) All 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) All amendments, extensions, 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 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 Bank 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.

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.

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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California 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:

ZERO ACRE FARMS INC.

DocuSigned by:  
*Jeff Nobbs*

By: Jeff Nobbs  
Title: CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:  
*Shannon Skibicki*

By: Shannon Skibicki  
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>None</b>		

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
The Company owns the following provisional patent applications:		
“Systems and Methods of Making Oil from Microorganisms”	US 63/150,937	Feb. 18, 2021
“Fryer Oil Compositions”	US 63/151,881	January 26, 2022
“Food Compositions for Consumption”	US 63/376,167	Sep 19, 2022
“Separation of Microorganisms”	US 63/376,026	Sep 16, 2022



EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>			
Mark	Application No./Registration No.	Filing Date/Registration Date	Jurisdiction	Status	Registrant
ZERO ACRE FARMS	6895900	November 8, 2022	U.S.	Registered	Zero Acre Farms Inc.
CULTURED OIL	6901718	November 15, 2022	U.S.	Registered	Zero Acre Farms Inc.
Zero Acre	97117738	November 10, 2021	U.S.	Allowed	Zero Acre Farms Inc.
ZERO ACRE FARMS	97703712	December 5, 2022	U.S.	Filed	Zero Acre Farms Inc.
CULTURED OIL	97703708	December 5, 2022	U.S.	Filed	Zero Acre Farms Inc.
Zero Acre	97703720	December 5, 2022	U.S.	Filed	Zero Acre Farms Inc.
Eat Better Fat	97149497	November 30, 2021	U.S.	Filed	Zero Acre Farms Inc.
Cultured	97382325	April 26, 2022	U.S.	Filed	Zero Acre Farms Inc.
ZERO ACRE FARMS	2108197	January 13, 2021	Canada	Pending	Zero Acre Farms Inc.
CULTURED OIL	TMA1135851	July 27, 2022	Canada	Registered	Zero Acre Farms Inc.
Zero Acre	2184203	May 6, 2022	Canada	Filed	Zero Acre Farms Inc.
ZERO ACRE FARMS	2226533	December 7, 2022	Canada	Filed	Zero Acre Farms Inc.
CULTURED OIL	2226535	December 7, 2022	Canada	Filed	Zero Acre Farms Inc.
Zero Acre	2226534	December 7, 2022	Canada	Filed	Zero Acre Farms Inc.
Eat Better Fat	2184204	May 6, 2022	Canada	Filed	Zero Acre Farms Inc.
ZERO ACRE FARMS	1592748	January 13, 2021	EUIPO	Registered	Zero Acre Farms Inc.
CULTURED OIL	1563963	October 28, 2020	EUIPO	Registered	Zero Acre Farms Inc.
Zero Acre	018699035	September 7, 2022	EUIPO	Registered	Zero Acre Farms Inc.
Zero Acre	018807837	December 12, 2022	EUIPO	Applied	Zero Acre Farms Inc.

Zero Acre Farms	018807828	December 12, 2022	EUIPO	Applied	Zero Acre Farms Inc.
Zero Acre	UK0000378 5030	August 5, 2022	UK	Registered	Zero Acre Farms Inc.
Zero Acre	UK0000385 8433	December 12, 2022	UK	Filed	Zero Acre Farms Inc.
Cultured Oil	WO000000 1563963	October 28, 2020	UK	Protected	Zero Acre Farms Inc.
Zero Acre Farms	WO000000 1592748	January 13, 2021	UK	Protected	Zero Acre Farms Inc.
Zero Acre Farms	UK0000385 8447	December 12, 2022	UK	Filed	Zero Acre Farms Inc.

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>None</b>		