

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zero Acre Farms Inc.		12/23/2022	Public Benefit Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Trinity Capital Inc.		
Street Address:	1 N. 1st Street		
Internal Address:	Floor 3		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6895900	ZERO ACRE FARMS	
Registration Number:	6901718	CULTURED OIL	
Serial Number:	97117738	ZERO ACRE	
Serial Number:	97703712	ZERO ACRE FARMS	
Serial Number:	97703708	CULTURED OIL	
Serial Number:	97703720	ZERO ACRE	
Serial Number:	97149497	EAT BETTER FAT	
Serial Number:	97382325	CULTURED	
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:	(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		

CH \$215.00 6895900

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	01/04/2023
Total Attachments: 9 source=Trinity__Zero_Acre_-_Intellectual_Property_Security_Agreement.docx#page1.tif source=Trinity__Zero_Acre_-_Intellectual_Property_Security_Agreement.docx#page2.tif source=Trinity__Zero_Acre_-_Intellectual_Property_Security_Agreement.docx#page3.tif source=Trinity__Zero_Acre_-_Intellectual_Property_Security_Agreement.docx#page4.tif source=Trinity__Zero_Acre_-_Intellectual_Property_Security_Agreement.docx#page5.tif source=Trinity__Zero_Acre_-_Intellectual_Property_Security_Agreement.docx#page6.tif source=Trinity__Zero_Acre_-_Intellectual_Property_Security_Agreement.docx#page7.tif source=Trinity__Zero_Acre_-_Intellectual_Property_Security_Agreement.docx#page8.tif source=Trinity__Zero_Acre_-_Intellectual_Property_Security_Agreement.docx#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of December 23, 2022, is made by ZERO ACRE FARMS INC., a Delaware public benefit corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Lender").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as December 23, 2022 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit 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 Lender for its benefit 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 of 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, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation 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, 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, otherwise solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, provided that upon submission and acceptance by the U.S. Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such "intent to use" application shall be considered 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 Lender.

Grantor hereby authorizes Lender 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. Upon Grantor's request, Lender shall deliver to Grantor the amended exhibits within 30 business days of such request.

3. 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 Lender 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of Arizona, and shall have been accepted by Lender in the State of Arizona. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

COPY VIEW

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., a Delaware public benefit corporation

DocuSigned by:

By: _____
2FF50C4B8851422...

Name: Jeff Nobbs

Title: Chief Executive officer

LENDER:

TRINITY CAPITAL INC.,
a Maryland corporation

DocuSigned by:

By: _____
1846B56793453...

Name: Sarah Stanton

Title: General Counsel and Chief Compliance Officer

COPY

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

None

COPY VIEW

EXHIBIT B

PATENTS

The Company owns the following provisional patent applications:

US 63/150,937, "Systems and Methods of Making Oil from Microorganisms," filed Feb. 18, 2021

US 63/151,881, "Fryer Oil Compositions," filed January 26, 2022

US 63/376,167, "Food Compositions for Consumption," filed September 19, 2022

US 63/376,026, "Separation of Microorganisms," filed September 16, 2022

COPY VIEW

EXHIBIT C**TRADEMARKS**

The Company owns the following trademarks:

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.

Mark	Application No./ Registration No.	Filing Date/ Registration Date	Jurisdiction	Status	Registrant
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	UK0000378503 0	August 5, 2022	UK	Registered	Zero Acre Farms Inc.
Zero Acre	UK00003858433	December 12, 2022	UK	Filed	Zero Acre Farms Inc.
Cultured Oil	WO000000156 3963	October 28, 2020	UK	Protected	Zero Acre Farms Inc.
Zero Acre Farms	WO000000159 2748	January 13, 2021	UK	Protected	Zero Acre Farms Inc.
Zero Acre Farms	UK00003858447	December 12, 2022	UK	Filed	Zero Acre Farms Inc.

EXHIBIT D

MASK WORKS

None

COPY VIEW