

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781329

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BENSON HILL HOLDINGS, INC.		12/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVENUE VENTURE OPPORTUNITIES FUND, L.P.		
Street Address:	11 West 42nd Street, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5734305	BREED POWERED BY CROPOS	
Registration Number:	5576353	BENSON HILL	
Registration Number:	5576352	BENSON HILL BIOSYSTEMS	
Registration Number:	5466456	CLOUD BIOLOGY	
Registration Number:	5313857	CROPOS	
Registration Number:	5091431	BENSON HILL	
Serial Number:	97070573	NIBBLEROOT	
Serial Number:	90808310	MADE FROM BETTER	
Registration Number:	6774562	BRIGHTDAY	
Registration Number:	6774554	BRIGHT DAY	
Serial Number:	90771629	VERI BRAND COOKING OIL	
Serial Number:	90771626	VERI	
Registration Number:	6584418	BENSON HILL SEEDS	
Registration Number:	6584417	BENSON HILL SEEDS	
Registration Number:	6381396	EMERGE	
Registration Number:	6149307	BENSON HILL	
Registration Number:	6149306		
Serial Number:	97470866	CLEAN CRUSH	
Serial Number:	97470861	NOURISHING INNOVATION	

OP \$490.00 5734305

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1884782 TM C
NAME OF SUBMITTER:	Yvette Stohler
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	01/18/2023

Total Attachments: 7

source=C - Avenue - Benson Hill - IP Security Agreement BENSON HILL HOLDINGS INC#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "*Agreement*"), dated as of December 29, 2021 (the "*Effective Date*") between AVENUE VENTURE OPPORTUNITIES FUND, L.P., a Delaware limited partnership ("*Lender*"), and BENSON HILL HOLDINGS, INC., a Delaware corporation ("*Grantor*"), is made with reference to the Loan and Security Agreement, dated as of December 29, 2021 (as amended from time to time, the "*Loan Agreement*"), among Lender, certain other lenders, Grantor, and certain of Grantor's affiliates. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the timely payment and performance of all Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "*Intellectual Property Collateral*"):

- (a) 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 (collectively, the "*Copyrights*"), including the Copyrights described in **Exhibit A**;
- (b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "*Trademarks*"), including the Trademarks described in **Exhibit B**;
- (c) patents, patent applications, and like protections, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "*Patents*"), including the Patents described in **Exhibit C**;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "*Mask Works*");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy

provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

BENSON HILL HOLDINGS, INC.
a Delaware corporation

By: _____

Name: DeAnn L. Brunts

Title: Authorized Officer

Address for Notices:

Attn: legal@bensonhill.com
1001 N Warson Rd.
St. Louis, MO 63132

LENDER:

**AVENUE VENTURE OPPORTUNITIES FUND,
L.P.**
a Delaware limited partnership
By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: _____


Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:


Attn: Todd Greenbarg
11 West 42nd Street, 9th Floor
New York, New York 10036
Tel: (212) 878-3523

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

BENSON HILL HOLDINGS, INC.
a Delaware corporation

By:  _____

Name: DeAnn L. Brunts

Title: Authorized Officer

Address for Notices:

Attn: legal@bensonhill.com
1001 N Warson Rd.
St. Louis, MO 63132

LENDER:

**AVENUE VENTURE OPPORTUNITIES FUND,
L.P.**
a Delaware limited partnership
By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: _____

Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

Attn: Todd Greenbarg
11 West 42nd Street, 9th Floor
New York, New York 10036
Tel: (212) 878-3523

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

1.	BREED POWERED BY CROPOS	87164795	5734305		2016-09-08
2.	BENSON HILL	87097938	5576353		2016-07-08
3.	BENSON HILL BIOSYSTEMS	87097913	5576352		2016-07-08
4.	CLOUD BIOLOGY	86950431	5466456		2016-03-23
5.	CROPOS	86950418	5313857		2016-03-23
6.	BENSON HILL	85921236	50914311		2021-10-12
7.	NIBBLEROOT	97070573	pending		2021-09-27
8.	MADE FROM BETTER	90808310	pending		2021-06-25
9.	BRIGHT DAY	90795462	6774562		2021-06-24
10.	BRIGHT DAY	90794019	6774554		2021-06-14
11.	VERI BRAND COOKING OIL	90771629	pending		2021-06-14
12.	VERI	90771626	pending		2020-01-08
13.	BENSON HILL SEEDS	88983225	6584418		2020-01-08
14.	BENSON HILL SEEDS	88983216	6584417		2020-01-08
15.	EMERGE	88751174	6381396		2019-10-02
16.	BENSON HILL	88639140	6149307		2019-10-02
17.		88639127	6149306		2019-10-02
18.	CLEAN CRUSH	97470866			2022-06-22
19.	NOURISHING INNOVATION	97470861			2022-06-22

¹ TM No. 7: Subject to Security Interest in favor of BioGenerator, as Collateral Agent recorded July 29, 2013 (5080/0447) – **Provide Release.**

EXHIBIT C

PATENTS

Please Check if No Patents Exist