

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM781328

<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>
BENSON HILL SEEDS, INC.		12/29/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVENUE VENTURE OPPORTUNITIES FUND, L.P.		
<b>Street Address:</b>	11 West 42nd Street, 9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3793938	EMERGE GENETICS	
<b>Registration Number:</b>	4393711	NAVITA	
<b>Registration Number:</b>	4325977	TRIVECTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1884782 TM B		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	01/18/2023		
<b>Total Attachments: 9</b>			
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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 SEEDS, 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

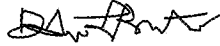
provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature Page Follows]

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

**GRANTOR:**

**BENSON HILL SEEDS, INC.**  
a Delaware corporation



By: \_\_\_\_\_

Name: DeAnn L. Brunts

Title: Authorized Officer

Address for Notices:

Attn: [legal@bensonhill.com](mailto: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 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10036  
Tel: (212) 878-3523

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

**GRANTOR:**

**BENSON HILL SEEDS, INC.**  
a Delaware corporation

By: \_\_\_\_\_

Name: DeAnn L. Brunts

Title: Authorized Officer

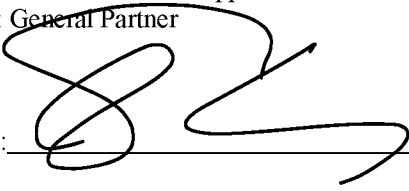
Address for Notices:

Attn: [legal@bensohill.com](mailto:legal@bensohill.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 Greenberg  
11 West 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10036  
Tel: (212) 878-3523



**EXHIBIT B  
TRADEMARKS**

Please Check if No Trademarks Exist

<b>Trademark</b>	<b>Country</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>AT Ref. No.</b>	<b>Class</b>
EMERGE GENETICS	United States of America	77/538,473	04-Aug-2008	3,793,938	25-May-2010	42140-00083	31 Int.
NAVITA	United States of America	85/663,974	28-Jun-2012	4,393,711	27-Aug-2013	42140-00085	31 Int.
TRIVECTA	United States of America	85/696,335	06-Aug-2012	4,325,977	23-Apr-2013	42140-00088	31 Int.



EXHIBIT C

PATENTS

Title	Patent Number	Publication Date	Application #	Application Date
Soybean cultivar 435.TCS	7365246	2008-04-29	11/436,437	2006-05-18
Soybean cultivar 2585921658	8058520	2011-11-15	12/494,069	2009-06-29
Soybean cultivar 1972621658	8119868	2012-02-21	12/550,202	2009-08-28
Soybean cultiyar 2252921658	8389814	2013-03-05	12/874,085	2010-09-01
Soybeans having high germination rates and ultra-low raffinose and stachyose content	8471107	2013-06-25	12/762,097	2010-04-16
Soybean cultivar 2472221658	8541659	2013-09-24	12/898,415	2010-10-05
Soybean cultivar 8616350112	8558075	2013-10-15	13/758,179	2013-02-04
Soybean cultivar 5677250112	8563823	2013-10-22	13/758,002	2013-02-04
Soybean cultivar 6008121658	8563824	2013-10-22	13/758,053	2013-02-04
Soybean cultivar 5555821658	8563826	2013-10-22	13/758,125	2013-02-04
Soybean cultivar 7991150112	8598422	2013-12-03	13/758,021	2013-02-04
Soybean cultivar 5656250112	8598423	2013-12-03	13/758,038	2013-02-04
Soybean cultivar 82923950112	8889962	2014-11-18	14/079,919	2013-11-14
Soybean cultivar 131TD735	9040778	2015-05-26	13/649,241	2012-10-11
Soybean cultivar 121754362471	9204611	2015-12-08	14/331,734	2014-07-15
Soybean cultivar 5326350112	9204612	2015-12-08	14/513,199	2014-10-13
Soybean cultivar 127976462471	9204613	2015-12-08	14/636,612	2015-03-03
Soybean cultivar 129423450112	9204614	2015-12-08	14/660,140	2015-03-17
Soybean cultivar 90573321658	9204615	2015-12-08	14/661,203	2015-03-18
Soybean cultivar 5321250112	9210909	2015-12-15	14/510,720	2014-10-09
Soybean cultivar 82926150112	9215856	2015-12-22	14/635,724	2015-03-02
Soybean cultivar 177357950112	9215857	2015-12-22	14/636,174	2015-03-02
Soybean cultivar 6007521658	9220234	2015-12-29	14/661,111	2015-03-18
Soybean cultivar 90595050112	9307736	2016-04-12	14/547,779	2014-11-19
Soybean cultivar 5363150112	9338993	2016-05-17	14/510,693	2014-10-09
Soybean cultivar 177339950112	9357737	2016-06-07	14/636,506	2015-03-03

Soybean cultivar 90570821658	9363975	2016-06-14	14/710,883	2015-05-13
Soybean cultivar 218023621658	9992965	2018-06-12	15/722,593	2017-10-02
Soybeans having high germination rates and ultra-low raffinose and stachyose content	10081814	2018-09-25	13/923,860	2013-06-21
Soybean cultivar 172293221658	10420310	2019-09-24	15/723,402	2017-10-03
Soybean cultivar 216259450112	10426123	2019-10-01	15/721,260	2017-09-29
Soybean cultivar 179565921658	10426124	2019-10-01	15/723,426	2017-10-03
Soybean cultivar 179609121658	10426125	2019-10-01	15/723,477	2017-10-03
Soybean cultivar 172290521658	10631510	2020-04-28	16/152,797	2018-10-05
Soybean cultivar 2040178	10986803	2021-04-27	16/598,353	2019-10-10
Soybean cultivar 2529309	10986804	2021-04-27	16/598,394	2019-10-10
Soybean cultivar 2040172	11032995	2021-06-15	16/655,576	2019-10-17
Soybean cultivar 2505808	11039593	2021-06-22	16/591,094	2019-10-02
Soybean cultivar 1361091	11044883	2021-06-29	16/655,563	2019-10-17
Soybean cultivar 2705849	11051478	2021-07-06	16/591,121	2019-10-02
Soybean cultivar 2505838	11076558	2021-08-03	16/590,786	2019-10-02
Soybean cultivar 2505828	11076559	2021-08-03	16/591,513	2019-10-02
Soybean cultivar 2564967	11076560	2021-08-03	16/595,044	2019-10-07
Soybean cultivar 1795876	11076561	2021-08-03	16/655,551	2019-10-17
Soybean cultivar 2529118	11083163	2021-08-10	16/598,336	2019-10-10
Soybean cultivar 2529392	11089755	2021-08-17	16/655,588	2019-10-17
Soybean cultivar 132421850112	11109555	2021-09-07	16/590,756	2019-10-02
Soybean cultivar 2478752	11109556	2021-09-07	16/595,003	2019-10-07
Soybean cultivar 2564307	11122760	2021-09-21	16/595,109	2019-10-07
Soybean cultivar 2501577	11122761	2021-09-21	16/596,041	2019-10-08
Soybean cultivar 2773049	11129350	2021-09-28	16/888,185	2020-05-29
Soybean cultivar 2940889	11129351	2021-09-28	16/888,225	2020-05-29
Soybean cultivar 2163154	11140848	2021-10-12	16/595,735	2019-10-08
Soybean cultivar 2200074	11140849	2021-10-12	16/598,372	2019-10-10
Soybean cultivar 2199880	11140850	2021-10-12	16/655,592	2019-10-17
Soybean cultivar 2363124	11147232	2021-10-19	16/887,285	2020-05-29
Soybean cultivar 2562880	11178836	2021-11-23	16/655,521	2019-10-17

Soybean cultivar 2773054	11185038	2021-11-30	16/595,080	2019-10-07
Soybean cultivar 2156034	11185039	2021-11-30	16/598,328	2019-10-10
Soybean cultivar 1849290	11185040	2021-11-30	16/889,056	2020-06-01
Soybean cultivar 1849094	11185041	2021-11-30	16/889,073	2020-06-01
Soybean cultivar 2851015	11191239	2021-12-07	16/893,410	2020-06-04
Soybean cultivar 2564372	11197450	2021-12-14	16/893,416	2020-06-04
Soybean cultivar 2163103	11206793	2021-12-28	16/887,335	2020-05-29
Soybean cultivar 2911255	11206795	2021-12-28	16/889,096	2020-06-01
Soybean cultivar 1967799	11206796	2021-12-28	16/893,423	2020-06-04
Soybean cultivar 2851085	11324179	2022-05-10	16/893,032	2020-06-04
Soybean cultivar 3421683	11324180	2022-05-10	16/893,214	2020-06-04
Soybean cultivar 4813753	11516983	2022-12-06	17/341,384	2021-06-08
Soybean cultivar 4813770	11523584	2022-12-13	17/323,608	2021-05-18
Soybean cultivar 2641096	11547080	2023-01-10	17/218,114	2021-03-30
Soybean Cultivar 2910853	20210368725	2021-12-02	17/217,505	2021-03-30
Soybean Cultivar 2505636	20210368726	2021-12-02	17/217,565	2021-03-30
Soybean Cultivar 2705886	20210368727	2021-12-02	17/217,619	2021-03-30
Soybean Cultivar 2363350	20210378202	2021-12-09	17/218,110	2021-03-30
Soybean Cultivar 2350186	20210378204	2021-12-09	17/218,120	2021-03-30
Soybean Cultivar 4826008	20220369590	2022-11-24	17/323,626	2021-05-18
Soybean Cultivar 4124283	20220386553	2022-12-08	17/341,385	2021-06-08
Soybean Cultivar 4639104	20220386554	2022-12-08	17/341,386	2021-06-08
Soybean Cultivar 4642738	20220394945	2022-12-15	17/304,143	2021-06-15
Soybean Cultivar 4826005	20220394946	2022-12-15	17/304,147	2021-06-15
Soybean Cultivar 4639106	20220394947	2022-12-15	17/837,694	2022-06-10
Soybean Cultivar 4826006	20220400640	2022-12-22	17/837,661	2022-06-10
Soybean Cultivar 4826007	20220400641	2022-12-22	17/837,737	2022-06-10