

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grove Collaborative, Inc.		08/14/2023	Public Benefit Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ocean II PLO LLC		
Street Address:	800 Menlo Ave, Suite 210		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90980180	PEACH NOT PLASTIC	
Serial Number:	98023660	GO BEYOND PLASTIC	
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:	3125805053		
Email:	jgambulos@thompsoncoburn.com		
Correspondent Name:	James Gambulos		
Address Line 1:	55 East Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	James Gambulos		
SIGNATURE:	/James Gambulos/		
DATE SIGNED:	08/21/2023		
Total Attachments: 5			
source=Assignment#page1.tif			
source=Assignment#page2.tif			
source=Assignment#page3.tif			
source=Assignment#page4.tif			

OP \$65.00 90980180

SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to Intellectual Property Security Agreement (this “Supplement”) is made as of August 14, 2023 by and between **OCEAN II PLO LLC**, a California limited liability company, with an office at 800 Menlo Ave, Suite 210, Menlo Park, CA 94025, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, “Agent”) and **GROVE COLLABORATIVE, INC.**, a Delaware public benefit corporation, with its principal place of business located at 1301 Sansome Street, San Francisco, CA 94111 (“Grantor”).

WHEREAS, Grantor executed and delivered that certain Intellectual Property Security Agreement, dated as of December 21, 2022 (as supplemented by that certain Supplement to Intellectual Property Security Agreement, dated as of July 26, 2023, and as may be further supplemented, amended, restated, amended and restated or modified from time to time, the “IP Agreement”), in favor of Agent pursuant to which Grantor granted and pledged a security interest in certain Intellectual Property Collateral, which was recorded with the Trademark division of the United States Patent and Trademark Office on December 21, 2022 at Reel 007927, Frame 0142 and with the Patents division of the United States Patent and Trademark Office on December 21, 2022 at Reel 062202, Frame 0045.

WHEREAS, the Grantor has developed additional Intellectual Property Collateral, and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional intellectual property in favor of Agent.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meanings as in the IP Agreement.
2. Supplement to Exhibit C. Exhibit C to the IP Agreement is hereby supplemented, but not replaced, by Exhibit A annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect.
 - b. 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 Supplement upon request by Agent.
 - c. This Supplement 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. This Supplement and any signed agreement or instrument entered into in connection with this Supplement, and any amendments or waivers hereto or thereto, to the extent signed and delivered

by means of facsimile, photocopy, scan by e-mail delivery of a “.pdf” format data file, or any electronic signature valid under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et. seq such as DocuSign shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of signature delivered or provided in that manner as a defense to the formation of a contract and each party hereto forever waives any such defense.

- d. This Supplement 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 Supplement 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 pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

GRANTOR:

GROVE COLLABORATIVE, INC.,
Delaware public benefit corporation

By: 
Name: Sergio Cervantes
Title: Chief Financial Officer and Treasurer

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: Structural Capital Management Company II, LP,
a Delaware limited partnership,
its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company,
its General Partner

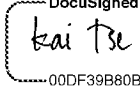
DocuSigned by:

By: _____
Name: Kai Tse
Title: Managing Member

EXHIBIT A
Trademark Applications

Mark	Case No	Country	App No	Filing Date	Reg No	Reg Date	Status	Owner	Class(es)
PEACH NOT PLASTIC	86597.1099.1	US	90980180	14-Dec-2020			Allowed	Grove Collaborative, Inc.	03 Int.
GO BEYOND PLASTIC	86597.1098.1	United States of America	98023660	01-Jun-2023			Pending	Grove Collaborative, Inc.	03 Int. 35 Int.
GROVE CO.	86597.1087.1	China (People's Republic)	72018880	05-Jun-2023			Pending	Grove Collaborative, Inc.	03 Int.
GROVE CO.	86597.1088.1	China (People's Republic)	72011279	05-Jun-2023			Pending	Grove Collaborative, Inc.	04 Int.
GROVE CO.	86597.1089.1	China (People's Republic)	72015161	05-Jun-2023			Pending	Grove Collaborative, Inc.	05 Int.
GROVE CO.	86597.1090.1	China (People's Republic)	72015147	05-Jun-2023			Pending	Grove Collaborative, Inc.	08 Int.
GROVE CO.	86597.1091.1	China (People's Republic)	72017734	05-Jun-2023			Pending	Grove Collaborative, Inc.	16 Int.
GROVE CO.	86597.1092.1	China (People's Republic)	72025182	05-Jun-2023			Pending	Grove Collaborative, Inc.	21 Int.
GROVE CO.	86597.1093.1	China (People's Republic)	72019691	05-Jun-2023			Pending	Grove Collaborative, Inc.	24 Int.
GROVE CO.	86597.1094.1	China (People's Republic)	72017372	05-Jun-2023			Pending	Grove Collaborative, Inc.	35 Int.

TRADEMARK

RECORDED: 08/21/2023

REEL: 008173 FRAME: 0550