

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H2OFARM CONNECTICUT, LLC		09/28/2023	Limited Liability Company: CONNECTICUT
H2OFARM BERLIN, LLC		09/28/2023	Limited Liability Company: CONNECTICUT
H2OFARM, INC.		09/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CONNECTICUT INNOVATIONS, INCORPORATED		
Street Address:	470 James Street, Suite 8		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06513		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5065941	H20 FARM	
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:	860-509-5347		
Email:	cguilmette@uks.com		
Correspondent Name:	Gregg J. Lallier, Esquire		
Address Line 1:	225 Asylum Street, 20th Floor		
Address Line 2:	Updike, Kelly & Spellacy, P.C.		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	CHRISTINE GUILMETTE		
SIGNATURE:	/CHRISTINE GUILMETTE/		
DATE SIGNED:	09/28/2023		
Total Attachments: 8			
source=CII-H2OFarm-IP Security Agreement#page1.tif			

OP \$40.00 5065941

source=CII-H2OFarm-IP Security Agreement#page2.tif
source=CII-H2OFarm-IP Security Agreement#page3.tif
source=CII-H2OFarm-IP Security Agreement#page4.tif
source=CII-H2OFarm-IP Security Agreement#page5.tif
source=CII-H2OFarm-IP Security Agreement#page6.tif
source=CII-H2OFarm-IP Security Agreement#page7.tif
source=CII-H2OFarm-IP Security Agreement#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of September 28, 2023, among **H2OFARM CONNECTICUT, LLC**, a Connecticut limited liability company (“**H2OFarm CT**”), **H2OFARM BERLIN, LLC**, a Connecticut limited liability company (“**H2OFarm Berlin**”), **H2OFARM, INC.**, a Delaware corporation (the “**Guarantor**”) and **CONNECTICUT INNOVATIONS, INCORPORATED** (the “**Secured Party**”). **H2OFarm CT**, **H2OFarm Berlin** and **Guarantor** are individually and collectively, and jointly and severally, referred to herein as “**Debtor**”.

W I T N E S S E T H

WHEREAS, pursuant to the terms of a certain Loan Agreement dated as of the date hereof among **H2OFarm CT**, **H2OFarm Berlin**, **Guarantor** and **Secured Party** (as amended and in effect the “**Loan Agreement**”), **Secured Party** has agreed to make a loan in the principal amount of up to \$2,000,000 (the “**Loan**”) to the **H2OFarm CT** and **H2OFarm Berlin**, which Loan is evidenced by a **Secured Promissory Note** (the “**Note**”); and

WHEREAS, payment of the Loan is guaranteed in full by **Guarantor** pursuant to that certain **Guaranty Agreement** dated as of the date hereof between **Guarantor** and the **Secured Party** (as amended and in effect the “**Guaranty**”); and

WHEREAS, pursuant to that certain **Security Agreement** among **Debtor** and **Secured Party** dated as of the date hereof (as amended and in effect from time to time, the “**Security Agreement**”), **Debtor** has granted to the **Secured Party** a security interest in the Collateral (as defined by the **Security Agreement**), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on **Schedule A** attached hereto, all to secure the payment and performance of the Obligations (as defined in the **Security Agreement**); and

WHEREAS, this Agreement is supplemental to the provisions contained in the **Security Agreement**;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, terms which are defined in the **Security Agreement** and used herein are so used as so defined. The following terms shall have the following meanings:

“**Copyrights**” means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on **Schedule A** attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

“**Domain Names**” means all domain names and domain name registration applications that are owned by Debtor or in which Debtor has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on **Schedule A** attached hereto.

“**Event of Default**” shall have the same meaning set forth in the Loan Agreement.

“**Patents**” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

“**Registry**” means, as applicable, (a) any domain name registry with whom the Domain Names are registered, (b) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered or (c) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (and the goodwill associated therewith), trademark and service mark registrations and registration applications, whether registered in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on **Schedule A** attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

2. SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, Debtor hereby unconditionally grants to the Secured Party a continuing security interest in and lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral, and all Proceeds (as defined in the Security Agreement) of any of the foregoing. Debtor hereby authorizes the Secured Party to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of the Secured Party under this Agreement and the Security Agreement.

2.2. Supplemental Security Agreement. Pursuant to the Security Agreement, Debtor has granted to the Secured Party a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and

confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the UCC. Any and all rights and interests of the Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Obligations of Debtor with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the Obligations of Debtor) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. THE SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. AFTER-ACQUIRED INTELLECTUAL PROPERTY.

3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Obligations shall have been finally paid and satisfied in full, Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Debtor shall promptly give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the interests of the Secured Party therein.

3.2. Amendment to Schedule. Debtor authorizes the Secured Party to modify this Agreement, without the necessity of Debtor's further approval or signature, solely by amending **Schedule A** hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the Security Agreement.

4. NO ASSUMPTION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT

OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTOR, AND THE DEBTOR SHALL INDEMNIFY THE SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

5. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies of the Secured Party with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Secured Party under the Security Agreement.

6. **AMENDMENT AND WAIVER.** This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. **FILINGS.** The Secured Party may at any time and from time to time, at Debtor's expense, file, or have Secured Party's representatives or agents file, a copy of this Agreement with the U.S. Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.

8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

[Intentionally Left Blank - Signature Page(s) to Follow]

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

H2OFARM CONNECTICUT, LLC

DocuSigned by:
Chaim Tovia
By: _____
Name: Chaim Tovia
Title: Manager

H2OFARM BERLIN, LLC

DocuSigned by:
Chaim Tovia
By: _____
Name: Chaim Tovia
Title: Manager

H2OFARM, INC.

DocuSigned by:
Lior Hessel
By: _____
Name: Lior Hessel
Title: President

CONNECTICUT INNOVATIONS, INCORPORATED

By: _____
Name: Peter Longo
Title: Senior Managing Director, Investments

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

H2OFARM CONNECTICUT, LLC

By: _____

Name: Chaim Tovia

Title: Manager

H2OFARM BERLIN, LLC

By: _____

Name: Chaim Tovia

Title: Manager

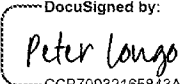
H2OFARM, INC.

By: _____

Name: Lior Hessel

Title: President

CONNECTICUT INNOVATIONS, INCORPORATED

By:  _____
CCB70932165843A

Name: Peter Longo

Title: Senior Managing Director, Investments

Schedule A

Technology and Intellectual Property

All of Debtor's right, title and interest in and to its Technology and Intellectual Property. "Technology and Intellectual Property" shall mean all know-how, show how, technology, inventions, developments, trade secrets, computer programs (including the models, algorithms, source and object code thereto), customer lists, trade names, trade name rights, trademarks and service marks (and the goodwill associated therewith), trademark and service mark rights, trademark and service mark registrations and registration applications, patents, patent rights, patent applications, copyrights, and copyright registrations and registration applications, all licenses in connection with any of the foregoing, all reissues, divisions, continuations, extensions, renewals and continuations-in-part of any of the foregoing, and all rights in connection therewith including all claims against third parties for past, present or future infringement of any of the foregoing; all licenses, permits, and agreements of any kind or nature pursuant to which Debtor possesses, uses or has authority to possess or use intangible property of others, or others possess, use or have authority to possess or use intangible property of Debtor; and all recorded data of any kind or nature regardless of the medium of recording, including without limitation all software, code, writings, plans, specifications and schematics, whether now owned or hereafter acquired or arising, including but not limited to the following patents, copyrights and trademarks:

Trademarks

Mark	US Registration Number
H2OFarm	5065941

Patents

Patent	Brief Description	Patent Type	Application Number	Filing Date	Patent Issue Date	Patent Number
--------	-------------------	-------------	--------------------	-------------	-------------------	---------------

Domain Names

Domain Name	Expires	Purpose
H2O-farm.com	5/4/24	Company's website

Copyrights

Copyright	Reg No.	Description
------------------	----------------	--------------------