

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302179

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <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>      |
| OnFarm Systems, Inc.  |  | 04/04/2014            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | Launch Capital LLC                       |                       |                         |
| <b>Street Address:</b>  | 142 Temple Street                        |                       |                         |
| <b>Internal Address:</b>  | Suite 206                                |                       |                         |
| <b>City:</b>  | New Haven                                |                       |                         |
| <b>State/Country:</b>   | CONNECTICUT                              |                       |                         |
| <b>Postal Code:</b>   | 06510                                    |                       |                         |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: UNITED STATES |                       |                         |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 4357011                                  | ONFARM                |                         |
| <b>Registration Number:</b>   | 4334167                                  | GROW INFORMED         |                         |
| <b>Registration Number:</b>   | 4468072                                  | GROWER DASHBOARD      |                         |
| <b>Registration Number:</b>   | 4495627                                  | FARMVIEW              |                         |
| <b>Registration Number:</b>   | 4337929                                  | ON FARM               |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 8605482680                               |                       |                         |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                         |
| <b>Phone:</b>   | 860-509-5346                             |                       |                         |
| <b>Email:</b>   | ggority@uks.com                          |                       |                         |
| <b>Correspondent Name:</b>  | Gina Gority                              |                       |                         |
| <b>Address Line 1:</b>  | 100 Pearl Street                         |                       |                         |
| <b>Address Line 4:</b>  | Hartford, CONNECTICUT 06103              |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Gina Gority                              |                       |                         |
| <b>SIGNATURE:</b>   | /Gina Gority/                            |                       |                         |
| <b>DATE SIGNED:</b>   | 04/21/2014                               |                       |                         |
| <b>Total Attachments: 10</b>  |  |                       |                         |
| source=DOCS-#710195-v1-Launch-OnFarm-Security_Agr_(signed)#page1.tif  |  |                       |                         |

OP \$140.00 4357011

source=DOCS-#710195-v1-Launch-OnFarm-Security\_Agr\_(signed)#page2.tif  
source=DOCS-#710195-v1-Launch-OnFarm-Security\_Agr\_(signed)#page3.tif  
source=DOCS-#710195-v1-Launch-OnFarm-Security\_Agr\_(signed)#page4.tif  
source=DOCS-#710195-v1-Launch-OnFarm-Security\_Agr\_(signed)#page5.tif  
source=DOCS-#710195-v1-Launch-OnFarm-Security\_Agr\_(signed)#page6.tif  
source=DOCS-#710195-v1-Launch-OnFarm-Security\_Agr\_(signed)#page7.tif  
source=DOCS-#710195-v1-Launch-OnFarm-Security\_Agr\_(signed)#page8.tif  
source=DOCS-#710195-v1-Launch-OnFarm-Security\_Agr\_(signed)#page9.tif  
source=DOCS-#710195-v1-Launch-OnFarm-Security\_Agr\_(signed)#page10.tif

## FORM OF SECURITY AGREEMENT

This SECURITY AGREEMENT ("**Security Agreement**"), dated as of April 4, 2014, is made by OnFarm Systems, Inc., a California corporation ("OnFarm") and each of its subsidiaries (collectively, the "**Grantors**") in favor of the investors listed on the signature pages hereof (collectively, the "**Secured Parties**").

WHEREAS, OnFarm (the "**Borrower**") has entered into a Note Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**"), with one or more Secured Parties.

WHEREAS, as a condition precedent to purchasing the Notes pursuant to the Purchase Agreement, each Grantor has executed and delivered to this Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Parties, a security interest in all of the assets of the Grantors, and have agreed to execute and deliver this Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with each of the Secured Parties as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to each of the Secured Parties for their ratable benefit a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Collateral**") all assets of the Grantors, including without limitation:

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications [and copyright registrations and applications exclusively licensed to each Grantor] set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages

2. Recordation. Each 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 Security Agreement upon request by the Collateral Agent.

3. Purchase Agreement. This Security Agreement has been entered into pursuant to and in conjunction with the Purchase Agreement, which is hereby incorporated by reference. The provisions of the Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein.

4. Execution in Counterparts. This Security Agreement 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. Delivery of an executed counterpart of a signature page to this Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Security Agreement.

5. Successors and Assigns. This Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Security Agreement 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 Security Agreement 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 PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ONFARM SYSTEMS, INC.

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

Name: Lance Donny

Title: CEO

Address for Notices: 4969 E Clinton

Way Suite 102

Fresno, CA 93727

AGREED TO AND ACCEPTED:

Launch Capital LLC

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

Name: Elon Boms

Title: Manager

Address for Notices:

**SCHEDULES**

**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

**SCHEDULE 2**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**SCHEDULE 3**

**COPYRIGHT REGISTRATIONS AND APPLICATIONS**



**DLA Piper LLP (US)**  
2000 University Avenue  
East Palo Alto, California 94303-2214  
www.dlapiper.com

Timothy Lohse  
timothy.lohse@dlapiper.com  
T 650.833.2055  
F 650.687.1183

March 27, 2014  
Via Email ([lance@onfarm.com](mailto:lance@onfarm.com))

OUR FILE NO. 387117-991100

Lance A Donny  
Founder & CEO  
OnFarm  
4969 E Clinton Avenue, Suite 102  
Fresno, CA 93727

**Re: U.S. Provisional Patent Application Serial No. 61/969,754**  
**Title: AGRICULTURE MANAGEMENT SYSTEM AND METHOD**  
**Filing Date: March 24, 2014**  
**Inventors: Lance A. Donny**  
**Our Reference No.: 387117-991100**

Dear Lance:

Enclosed for your records is a copy of the Electronic Acknowledgment Receipt from the U.S. Patent and Trademark Office ("USPTO") that confirms receipt of the Provisional Patent Application as filed electronically with the USPTO on March 24, 2014, for the above-referenced matter, along with the following documents:

1. Provisional Application for Patent Cover Sheet;
2. Specification, Claims, Abstract and Appendices;
3. Eight (8) sheets of Drawings;
4. Application Data Sheet; and
5. Fee Transmittal.

No action is necessary on your part. If you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

**DLA Piper LLP (US)**

A handwritten signature in black ink that reads 'Timothy Lohse'.

Timothy Lohse  
[timothy.lohse@dlapiper.com](mailto:timothy.lohse@dlapiper.com)  
Admitted to Practice in California and the USPTO

Enclosures

**United States of America**  
**United States Patent and Trademark Office**

# ONFARM

**Reg. No. 4,357,011**

**Registered June 25, 2013**

**Int. Cls.: 9, 35 and 42**

**TRADEMARK**

**SERVICE MARK**

**PRINCIPAL REGISTER**

ONFARM SYSTEMS, INC. (CALIFORNIA CORPORATION)  
2665 N. AIR FRESNO DR  
SUITE 101  
FRESNO, CA 93727

FOR: DATABASE MANAGEMENT SOFTWARE FOR THE AGRICULTURAL AND FARMING INDUSTRY, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 3-5-2012; IN COMMERCE 4-10-2012.

FOR: BUSINESS MANAGEMENT AND CONSULTATION IN THE FIELD OF AGRICULTURAL FARMING, NAMELY THE BRINGING TOGETHER, FOR THE BENEFIT OF OTHERS, A VARIETY OF CROP MONITORING GOODS AND SERVICES, ENABLING GROWERS TO CONVENIENTLY VIEW THOSE GOODS AND SERVICES IN ONE PLACE BY MEANS OF ELECTRONIC MEDIA, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 3-5-2012; IN COMMERCE 4-10-2012.

FOR: APPLICATION SERVICE PROVIDER, NAMELY, HOSTING, MANAGING, DEVELOPING, ANALYZING, AND MAINTAINING APPLICATIONS, SOFTWARE AND WEB SITES OF OTHERS IN THE FIELDS OF FARMING, AGRICULTURAL CHEMICALS, SOIL CONDITIONS, WEATHER, PRODUCTIVITY, SERVICE AND MAINTENANCE OF FARMING EQUIPMENT AND VEHICLES, FOR WIRELESS DELIVERY OF CONTENT TO DESKTOP COMPUTERS, HANDHELD COMPUTERS, LAPTOPS AND MOBILE ELECTRONIC DEVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 3-5-2012; IN COMMERCE 4-10-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-716,632, FILED 8-29-2012.

RONALD AIKENS, EXAMINING ATTORNEY



*Ronald Aikens*  
Acting Director of the United States Patent and Trademark Office

**TRADEMARK**  
**REEL: 005265 FRAME: 0290**



# United States of America

United States Patent and Trademark Office

## GROW INFORMED

**Reg. No. 4,334,167**

**Registered May 14, 2013**

**Int. Cls.: 9, 35 and 42**

**TRADEMARK**

**SERVICE MARK**

**PRINCIPAL REGISTER**

ONFARM SYSTEMS, INC. (CALIFORNIA CORPORATION)  
2665 N. AIR FRESNO DR  
SUITE 101  
FRESNO, CA 93727

FOR: DATABASE MANAGEMENT SOFTWARE FOR THE AGRICULTURAL AND FARMING INDUSTRY, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 4-1-2012; IN COMMERCE 4-15-2012.

FOR: MANAGEMENT AND BUSINESS CONSULTING SERVICES IN THE FIELD OF AGRICULTURAL FARMING, NAMELY, THE BRINGING TOGETHER, FOR THE BENEFIT OF OTHERS, A VARIETY OF CROP MONITORING GOODS AND SERVICES, ENABLING GROWERS TO CONVENIENTLY VIEW THOSE GOODS AND SERVICES IN ONE PLACE BY MEANS OF ELECTRONIC MEDIA, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 4-1-2012; IN COMMERCE 4-15-2012.

FOR: COMPUTER SERVICES, NAMELY, PROVIDING HOSTING, MANAGING, DEVELOPING, AND MAINTAINING APPLICATIONS, SOFTWARE, WEB SITES, AND DATABASES FOR MONITORING, ANALYZING AND PRODUCING REPORTS AND NOTIFICATIONS RELATING TO FIELDS, AGRICULTURAL CHEMICALS, SOIL CONDITIONS, WEATHER, PRODUCTIVITY, SERVICE AND MAINTENANCE OF FARMING EQUIPMENT AND VEHICLES, FOR WIRELESS DELIVERY OF CONTENT TO DESKTOP COMPUTERS, HANDHELD COMPUTERS, LAPTOPS AND MOBILE ELECTRONIC DEVICES SERVERS TO OTHERS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 4-1-2012; IN COMMERCE 4-15-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-716,624, FILED 8-29-2012.

RONALD AIKENS, EXAMINING ATTORNEY



*Sean Storer Hew*  
Acting Director of the United States Patent and Trademark Office

**TRADEMARK**  
**REEL: 005265 FRAME: 0291**

# United States of America

United States Patent and Trademark Office

## GROWER DASHBOARD

**Reg. No. 4,468,072**

**Registered Jan. 14, 2014**

**Int. Cls.: 9, 35, and 42**

ONFARM SYSTEMS, INC. (CALIFORNIA CORPORATION)  
SUITE 150  
2665 N. AIR FRESNO DR SUITE 101  
FRESNO, CA 93727

FOR: DATABASE MANAGEMENT SOFTWARE FOR THE AGRICULTURAL AND FARMING INDUSTRY, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 5-5-2013; IN COMMERCE 5-5-2013.

**TRADEMARK**

**SERVICE MARK**

FOR: MANAGEMENT AND BUSINESS CONSULTING SERVICES IN THE FIELD OF AGRICULTURAL FARMING, NAMELY, THE BRINGING TOGETHER, FOR THE BENEFIT OF OTHERS, A VARIETY OF CROP MONITORING GOODS AND SERVICES, ENABLING GROWERS TO CONVENIENTLY VIEW THOSE GOODS AND SERVICES IN ONE PLACE BY MEANS OF ELECTRONIC MEDIA, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 5-5-2013; IN COMMERCE 5-5-2013.

**SUPPLEMENTAL REGISTER**

FOR: COMPUTER SERVICES, NAMELY, DESIGNING AND IMPLEMENTING AND MAINTAINING APPLICATIONS, SOFTWARE, WEB SITES, AND DATABASES FOR MONITORING, ANALYZING AND PRODUCING REPORTS AND NOTIFICATIONS RELATING TO FIELDS, AGRICULTURAL CHEMICALS, SOIL CONDITIONS, WEATHER, PRODUCTIVITY, SERVICE AND MAINTENANCE OF FARMING EQUIPMENT AND VEHICLES, FOR WIRELESS DELIVERY OF CONTENT TO DESKTOP COMPUTERS, HANDHELD COMPUTERS, LAPTOPS AND MOBILE ELECTRONIC DEVICES FOR OTHERS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 5-5-2013; IN COMMERCE 5-5-2013.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-960,978, FILED P.R. 6-16-2013; AM. S.R. 10-15-2013.

LAURIE KAUFMAN, EXAMINING ATTORNEY



*Michelle K. Lee*  
Deputy Director of the United States  
Patent and Trademark Office

**TRADEMARK**  
**REEL: 005265 FRAME: 0292**

# United States of America

United States Patent and Trademark Office

# FARMVIEW

**Reg. No. 4,495,627**

ONFARM SYSTEMS, INC. (CALIFORNIA CORPORATION)  
4969 E CLINTON AVE SUITE 102  
FRESNO, CA 93727

**Registered Mar. 11, 2014**

**Int. Cls.: 9, 35, and 42**

FOR: GRAPHICAL USER INTERFACE SOFTWARE SOLD AS AN INTEGRAL COMPONENT OF DATABASE MANAGEMENT SOFTWARE FOR THE AGRICULTURAL AND FARMING INDUSTRY, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

**TRADEMARK**

FIRST USE 8-10-2012; IN COMMERCE 9-27-2013.

**SERVICE MARK**

**PRINCIPAL REGISTER**

FOR: BUSINESS MANAGEMENT AND CONSULTATION IN THE FIELD OF AGRICULTURAL FARMING, NAMELY, THE BRINGING TOGETHER, FOR THE BENEFIT OF OTHERS, A VARIETY OF CROP MONITORING GOODS AND SERVICES, ENABLING GROWERS TO CONVENIENTLY VIEW THOSE GOODS AND SERVICES IN ONE PLACE BY MEANS OF ELECTRONIC MEDIA, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 8-10-2012; IN COMMERCE 9-27-2013.

FOR: APPLICATION SERVICE PROVIDER, NAMELY, HOSTING, MANAGING, DEVELOPING, ANALYZING, AND MAINTAINING APPLICATIONS, SOFTWARE AND WEB SITES OF OTHERS IN THE FIELDS OF FARMING, AGRICULTURAL CHEMICALS, SOIL CONDITIONS, WEATHER, PRODUCTIVITY, SERVICE AND MAINTENANCE OF FARMING EQUIPMENT AND VEHICLES, FOR WIRELESS DELIVERY OF CONTENT TO DESKTOP COMPUTERS, HANDHELD COMPUTERS, LAPTOPS AND MOBILE ELECTRONIC DEVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 8-10-2012; IN COMMERCE 9-27-2013.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 85-719,374, FILED 9-3-2012.



*Michelle K. Lee*

Deputy Director of the United States  
Patent and Trademark Office

RONALD AIKENS, EXAMINING ATTORNEY

**TRADEMARK**  
**REEL: 005265 FRAME: 0293**

# United States of America

United States Patent and Trademark Office

## ONFARM

**Reg. No. 4,337,929**

**Registered May 21, 2013**

**Int. Cls.: 9, 35 and 42**

**TRADEMARK**

**SERVICE MARK**

**PRINCIPAL REGISTER**

ONFARM SYSTEMS, INC (CALIFORNIA CORPORATION)  
SUITE 101  
2665 N. AIR FRESNO DR  
FRESNO, CA 93727

FOR: DATABASE MANAGEMENT SOFTWARE FOR THE AGRICULTURAL AND FARMING INDUSTRY, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 3-5-2012; IN COMMERCE 4-10-2012.

FOR: BUSINESS MANAGEMENT AND CONSULTATION IN THE FIELD OF AGRICULTURAL FARMING, NAMELY, THE BRINGING TOGETHER, FOR THE BENEFIT OF OTHERS, A VARIETY OF CROP MONITORING GOODS AND SERVICES, ENABLING GROWERS TO CONVENIENTLY VIEW THOSE GOODS AND SERVICES IN ONE PLACE BY MEANS OF ELECTRONIC MEDIA, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 3-5-2012; IN COMMERCE 4-10-2012.

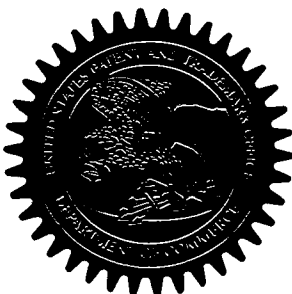
FOR: APPLICATION SERVICE PROVIDER, NAMELY, HOSTING, MANAGING, DEVELOPING, ANALYZING, AND MAINTAINING APPLICATIONS, SOFTWARE AND WEB SITES OF OTHERS IN THE FIELDS OF FARMING, AGRICULTURAL CHEMICALS, SOIL CONDITIONS, WEATHER, PRODUCTIVITY, SERVICE AND MAINTENANCE OF FARMING EQUIPMENT AND VEHICLES, FOR WIRELESS DELIVERY OF CONTENT TO DESKTOP COMPUTERS, HANDHELD COMPUTERS, LAPTOPS AND MOBILE ELECTRONIC DEVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 3-5-2012; IN COMMERCE 4-10-2012.

THE MARK CONSISTS OF AN UNCLOSED CIRCLE APPEARING IN THE COLOR BLUE WITH A GREEN LINE PROTRUDING VERTICALLY FROM THE TOP OF THE CIRCLE, ALL AS A REPRESENTATION OF THE LETTER "O" AND FOLLOWED BY THE BLOCK LETTER "N" APPEARING IN THE COLOR IN BLUE, TO THE RIGHT OF WHICH THE WORD "FARM" APPEARS IN THE COLOR GREEN AND IS PRESENTED IN BLOCK LETTERS.

THE COLOR(S) GREEN AND BLUE IS/ARE CLAIMED AS A FEATURE OF THE MARK.

SER. NO. 85-719,371, FILED 9-3-2012.



*Lena Starnes Lee*  
Acting Director of the United States Patent and Trademark Office

**TRADEMARK**

**REEL: 005265 FRAME: 0294**

**RECORDED: 04/21/2014**