

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378326

<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.		03/29/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Launch Capital LLC as Agent		
<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>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4468072	GROWER DASHBOARD	
<b>Registration Number:</b>	4495627	FARMVIEW	
<b>Registration Number:</b>	4337929	ON FARM	
<b>Registration Number:</b>	4357011	ONFARM	
<b>Registration Number:</b>	4334167	GROW INFORMED	
<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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	860-509-5347		
<b>Email:</b>	cguilmette@uks.com		
<b>Correspondent Name:</b>	Gregg J. Lallier, Esquire		
<b>Address Line 1:</b>	100 Pearl Street		
<b>Address Line 2:</b>	Updike, Kelly & Spellacy, P.C.		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Christine Guilmette		
<b>SIGNATURE:</b>	/Christine Guilmette/		
<b>DATE SIGNED:</b>	03/29/2016		

OP \$140.00 4468072

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of March 29, 2016 by and between Launch Capital LLC, as collateral agent for the ratable benefit of the Investors (as defined below) (in such capacity, the "**Collateral Agent**") and OnFarm Systems, Inc., a California corporation ("**Grantor**").

### RECITALS

A. Grantor, Collateral Agent and certain other investors (the "**Investors**") have entered into that certain Note Exchange, Purchase and Security Agreement, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time, the "**Purchase Agreement**"), pursuant to which, among other things, Grantor has issued or will issue secured convertible promissory notes (as amended, modified or otherwise supplemented from time to time, each a "**Note**" and collectively, the "**Notes**").

B. In order to induce each Investor to extend the credit evidenced by the Notes, Grantor has agreed to enter into this Agreement and to grant Collateral Agent, for the ratable benefit of itself and the other Investors, the security interest in the Intellectual Property Collateral described below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Purchase Agreement and the Notes, Grantor grants to Collateral Agent, for the ratable benefit of itself and the other Investors, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any 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 Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, but excluding intent-to-use trademarks (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(i) All 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.

2. Recordation. 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 Agreement upon request by Collateral Agent.

Grantor hereby authorizes Collateral Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Purchase Agreement. This 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. The rights and remedies of Collateral Agent with respect to the Intellectual Property Collateral are as provided by the Purchase Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Representations of Grantor. Grantor represents and warrants as follows: Exhibit A sets forth a list of all of Grantor’s registered copyrights and applications for registration of copyrights; Exhibit B sets forth a list of all of Grantor’s patents and patent applications; Exhibit C sets forth a list of all of Grantor’s federally registered trademarks and applications for federal registration of trademarks; and Exhibit D sets forth a list of all of Grantor’s registered mask works and applications for registration of mask works.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. This 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

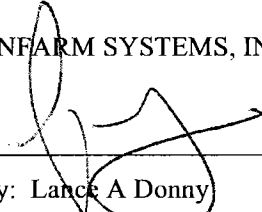
laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ONFARM SYSTEMS, INC.

  
By: Lance A Donny

Title: CEO

COLLATERAL AGENT:

LAUNCH CAPITAL LLC

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

Title: \_\_\_\_\_

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

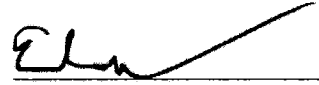
ONFARM SYSTEMS, INC.

  
\_\_\_\_\_  
By: Lance A Donny

Title: CEO

COLLATERAL AGENT:

LAUNCH CAPITAL LLC

  
\_\_\_\_\_  
By: Elon S Boms

Title: Manager

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 005759 FRAME: 0578**

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A



EXHIBIT B


Patents

<b>Application Number</b>	<b>Title</b>	<b>Filing Date</b>	<b>Status</b>
61/969,754	AGRICULTURE MANAGEMENT SYSTEM AND METHOD	24 MAR 2014	Expired

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Owner</u>	<u>Goods/Services</u>	<u>Status</u>	<u>Notes</u>
<p><b>GROWER DASHBOARD</b></p> <p>Reg. No. 4468072</p>	<p>OnFarm Systems, Inc.</p>	<p>Class 9: Database management software for the agricultural and farming industry.</p> <p>Class 35: 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.</p> <p>Class 42: 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.</p>	<p>Registered on Jan. 14, 2014</p> <p>Section 8 (Declaration of Continued Use) due on Jan. 14, 2020</p>	<p>Security Interest assigned to Launch Capital, LLC on Apr. 4, 2014</p>
<p><b>FARMVIEW</b></p> <p>Reg. No. 4495627</p>	<p>OnFarm Systems, Inc.</p>	<p>Class 9: Graphical user interface software sold as an integral component of database management software for the agricultural and farming industry.</p> <p>Class 35: 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.</p>	<p>Registered on March 11, 2014</p> <p>Section 8 (Declaration of Continued Use) due on Mar. 11, 2020</p>	<p>Security Interest assigned to Launch Capital, LLC on Apr. 4, 2014</p>

		Class 42: 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.		
 Reg. No. 4337929	OnFarm Systems, Inc.	Class 9: Database management software for the agricultural and farming industry.  Class 35: 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.  Class 42: 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	Registered on May 21, 2013  Section 8 (Declaration of Continued Use) due on May 21, 2019	Security Interest assigned to Launch Capital, LLC on Apr. 4, 2014
<b>ONFARM</b> Reg. No. 4357011	OnFarm Systems, Inc.	Class 9: Database management software for the agricultural and farming industry.  Class 35: 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.	Registered on June 25, 2013  Section 8 (Declaration of Continued Use) due on June 25, 2019	Security Interest assigned to Launch Capital, LLC on Apr. 4, 2014

		Class 42: 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		
<b>GROW INFORMED</b>  Reg. No. 4334167	OnFarm Systems, Inc.	Class 9: Database management software for the agricultural and farming industry.  Class 35: 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.  Class 42: 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.	Registered on May 14, 2013  Section 8 (Declaration of Continued Use) due on May 14, 2019	Security Interest assigned to Launch Capital, LLC on Apr. 4, 2014

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

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