

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM672400

<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>
Local Bounti Corporation		09/03/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cargill Financial Services International, Inc.		
<b>Street Address:</b>	9320 Excelsior Blvd, MS 142		
<b>City:</b>	Hopkins		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55343		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90570574	B	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>	6127666911		
<b>Email:</b>	susan.carlson@faegredrinker.com		
<b>Correspondent Name:</b>	Susan Carlson		
<b>Address Line 1:</b>	90 SOUTH 7TH STREET SUITE 2200		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Susan Carlson		
<b>SIGNATURE:</b>	/e/ Susan Carlson		
<b>DATE SIGNED:</b>	09/03/2021		
<b>Total Attachments: 5</b>			
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OP \$40.00 90570574

**TRADEMARK SECURITY AGREEMENT  
(SENIOR)**

This Agreement is made as of September 3, 2021 by and between Local Bounti Corporation, a Delaware corporation (the “Debtor”), and Cargill Financial Services International, Inc., a Delaware corporation (the “Secured Party”).

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Senior Credit Agreement”) by and between the Debtor, the other Borrowers party from time to time thereto and the Secured Party, the Secured Party has agreed to make advances and grant certain other financial accommodations to the Debtor.

As a condition to making credit accommodations under the Senior Credit Agreement, the Secured Party required the execution and delivery by the Debtor and the other Borrowers of a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Senior Security Agreement”), pursuant to which the Debtor granted the Secured Party a security interest in substantially all of its personal property.

Pursuant to the Senior Security Agreement, the Debtor has been requested to execute and deliver this Agreement to the Secured Party.

ACCORDINGLY, in consideration of the mutual covenants contained in the Senior Credit Agreement, the Senior Security Agreement and this Agreement, the parties hereby agree as follows:

**1. Definitions.**

Terms defined in or pursuant to the Senior Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Senior Security Agreement. In addition, the following terms have the meanings set forth below:

“Specified Trademark” means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

“Trademark” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

“Trademark Collateral” means all right, title and interest of the Debtor in and to the following, in each case whether now existing or hereafter arising:

- (i) All Trademarks, including the Specified Trademarks.
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks.
- (iv) All present and future license agreements with respect to the Trademarks.
- (v) All proceeds of any and all of the foregoing.

**2. Grant of Security Interest.**

In order to secure the Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Senior Security Agreement, does hereby

irrevocably grant and create) a security interest in the Trademark Collateral (excluding, for the avoidance of doubt, any Excluded Collateral) to the Secured Party.

**3. Representations and Warranties.**

The Debtor represents and warrants that it owns each of the Specified Trademarks, free and clear of any Lien other than Permitted Liens (as each term is defined in the Senior Credit Agreement).

**4. General Rights and Obligations.**

The rights and obligations of the Debtor and the Secured Party with respect to the Trademark Collateral shall in all respects be governed by the Senior Security Agreement, the terms of which are incorporated as fully as if set forth at length herein. In the event of any conflict between any provision of the Senior Security Agreement and any provision of this Agreement, the provisions of the Senior Security Agreement shall control.

**5. Miscellaneous.**

This Agreement is in addition to (and does not replace or otherwise modify) any other Trademark Security Agreement delivered by the Debtor or any other Loan Party to the Secured Party.

*Signature pages follow.*

above. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written

**LOCAL BOUNTI CORPORATION**

DocuSigned by:

*Kathleen Valiasek*

By: \_\_\_\_\_  
BE4A9D352C3549E

Name: Kathleen Valiasek

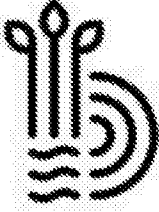
Title: Chief Financial Officer

CARGILL FINANCIAL SERVICES  
INTERNATIONAL, INC.

By   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Jennifer Campbell \_\_\_\_\_  
Trade Finance Specialist \_\_\_\_\_

TRADEMARKS AND TRADEMARK APPLICATIONS

United States – Federal

Description	Owner	Application Date	Application Number
	Local Bounti Corporation	March 10, 2021	90570574

United States – State

None.

Foreign

None.