

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOWERY FARMING INC.		09/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KKR Loan Administration Services LLC		
Street Address:	555 California Street, 50th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88112455	THE FUTURE OF FARMING IS INDOORS	
Serial Number:	87080315		
Serial Number:	87080328	BOWERY	
Serial Number:	86936141	BOWERY	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	704-503-2600		
Email:	cthomas@kslaw.com		
Correspondent Name:	Courtney Thomas		
Address Line 1:	300 S Tryon Street, Suite 1700		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	22939.515140		
NAME OF SUBMITTER:	Courtney Thomas		
SIGNATURE:	/Courtney Thomas/		
DATE SIGNED:	09/10/2021		
Total Attachments: 4			

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GRANT OF SECURITY INTEREST IN TRADEMARKS

September 10, 2021

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 10, 2021 (this "Agreement"), is made by BOWERY FARMING INC. (the "Grantor") in favor of KKR LOAN ADMINISTRATION SERVICES, LLC, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"). Capitalized terms used but not defined in this Agreement shall have the respective meanings given to them (including by reference) in the Security Agreement defined below.

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of September 10, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Pledge and Security Agreement"), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all right, title and interest of the Grantor in, to and under the U.S. trademark and service mark registrations and applications listed on the attached Schedule A, together with the goodwill of the business connected with the use thereof and symbolized thereby, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future infringements thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Secured Obligations; provided that, notwithstanding anything herein to the contrary, in no event shall the Collateral include, and the Grantor shall not be deemed to have granted a security interest in any Excluded Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Grantor has caused this Grant to be duly executed as of the date first written above.

GRANTOR:

BOWERY FARMING INC.

DocuSigned by:
By: Darren S Thompson
Name: Darren Thompson
Title: Chief Financial Officer & Treasurer

KKR LOAN ADMINISTRATION SERVICES, LLC
as Administrative Agent

By: John Knox

Name: John Knox


Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007418 FRAME: 0402

SCHEDULE A TO GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademarks and Trademark Applications

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Current Owner of Record
THE FUTURE OF FARMING IS INDOORS	U.S.	88112455 / September 11, 2018	Not listed / Not listed	Bowery Farming Inc.
	U.S.	87080315 / June 22, 2016	5282457 / September 5, 2017	Bowery Farming Inc.
BOWERY	U.S.	87080328 / June 22, 2016	5282458 / September 5, 2017	Bowery Farming Inc.
BOWERY	U.S.	86936141 / March 10, 2016	5297306 / September 26, 2017	Bowery Farming Inc.