

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM865107

<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>
BOWERY FARMING INC.		12/29/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR LOAN ADMINISTRATION SERVICES, LLC		
<b>Street Address:</b>	555 California Street, 50th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6591362	PROTECTED PRODUCE, GROWN INDOORS AND PAC	
<b>Registration Number:</b>	6591363	PROTECTED PRODUCE	
<b>Registration Number:</b>	6585032	PROTECTED PRODUCE, GROWN LOCALLY INDOORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	17044933657		
<b>Email:</b>	mmcgill@kslaw.com		
<b>Correspondent Name:</b>	Maggie McGill		
<b>Address Line 1:</b>	300 S. Tryon, Ste 1700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Maggie McGill		
<b>SIGNATURE:</b>	/Maggie McGill/		
<b>DATE SIGNED:</b>	01/02/2024		
<b>Total Attachments: 4</b>			
source=Bowery - Trademark Security Agreement (Executed 12.29.23)#page1.tif			
source=Bowery - Trademark Security Agreement (Executed 12.29.23)#page2.tif			
source=Bowery - Trademark Security Agreement (Executed 12.29.23)#page3.tif			
source=Bowery - Trademark Security Agreement (Executed 12.29.23)#page4.tif			

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

December 29, 2023

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 29, 2023 (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.

**BOWERY FARMING INC.**

DocuSigned by:  
*Darren Thompson*  
By: \_\_\_\_\_  
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

**SCHEDULE A TO GRANT OF SECURITY INTEREST IN TRADEMARKS**

**Trademarks and Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Current Owner of Record</b>
PROTECTED PRODUCE, GROWN INDOORS AND PACKED WITH FLAVOR	U.S.	88983164 / April 15, 2020	6591362 / December 14, 2021	Bowery Farming Inc.
PROTECTED PRODUCE	U.S.	88983165 / April 15, 2020	6591363 / December 14, 2021	Bowery Farming Inc.
PROTECTED PRODUCE, GROWN LOCALLY INDOORS	U.S.	90975851 / October 13, 2020	6585032 / December 7, 2021	Bowery Farming Inc.