

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6099918

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LGT GLOBAL INVEST LIMITED	05/11/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KALERA, INC.
<b>Street Address:</b>	8440 TRADEPORT DR.
<b>Internal Address:</b>	SUITE 102-103
<b>City:</b>	ORLANDO
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32827
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15901323
<b>PCT Number:</b>	US2018018992
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)698-3599
<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>	2126983500
<b>Email:</b>	patents@dechert.com
<b>Correspondent Name:</b>	DECHERT LLP
<b>Address Line 1:</b>	THREE BRYANT PARK
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<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036
<b>ATTORNEY DOCKET NUMBER:</b>	399121-167739
<b>NAME OF SUBMITTER:</b>	NOAH SHIER
<b>SIGNATURE:</b>	/Noah Shier/
<b>DATE SIGNED:</b>	05/11/2020
<b>Total Attachments: 4</b>	
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source=Kalera - Release of Patent Security Agreement (Executed 5.11.2020)#page3.tif	



## RELEASE OF PATENT SECURITY AGREEMENT

This RELEASE OF PATENT SECURITY AGREEMENT (this "Release"), dated as of May 11, 2020, is made by and between LGT GLOBAL INVEST LIMITED, a company incorporated according to the laws of Cayman Islands (the "Secured Party"), in favor of KALERA, INC., a Delaware corporation (the "Grantor").

WHEREAS, Kalera AS, a company incorporated according to the laws of Norway (the "Borrower"), entered into a Convertible Loan Agreement dated as of May 21, 2019 (the "Convertible Loan Agreement"), with the Secured Party;

WHEREAS, as required under the Convertible Loan Agreement, Grantor executed and delivered to the Secured Party that certain Security Agreement dated October 7, 2019, made by and between the Grantor and the Secured Party (the "Security Agreement") and Patent Security Agreement dated October 7, 2019, made by and between the Grantor and the Secured Party (the "Patent Security Agreement") pursuant to which the Grantor granted to the Secured Party a security interest in and to certain intellectual property of the Grantor;

WHEREAS, the Patent Security Agreement was filed with the United States Patent and Trademark Office; and

WHEREAS, the Secured Party wishes to terminate the Patent Security Agreement and terminate, release and discharge its security interest in and to such intellectual property of the Grantor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release of Grant of Security. The Secured Party hereby (i) terminates the Patent Security Agreement and (ii) terminates, releases and discharges its security interest in and to all right, title, and interest in, to, and under the following (the "Patent Collateral"):

(a) all patents and patent applications, including the items 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) all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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, 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. The Secured Party authorizes the Commissioner for Patents and any other government officials to record and register this Release upon written request by the Grantor.

3. Execution in Counterparts. This Release and any amendments, waivers, consents or supplements hereto 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 Release by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Release.

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

4. Governing Law. This Release 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 Release 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Each of the parties hereto irrevocably and unconditionally agrees that any and all disputes, claims or proceedings arising out of, relating to or in connection with this Release or its subject matter and the rights and obligations arising hereunder, or for recognition and enforcement of any settlement or judgment in respect of this Release and the rights and obligations arising hereunder brought by any other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery, New Castle County, or to the extent such court declines jurisdiction, first to any federal court, or second to any state court, each located in Wilmington, Delaware. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Release or any of the transactions contemplated by this Release in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Release and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Release and the rights and obligations arising hereunder, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Release, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by applicable law, any claim that (x) the suit, action or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper or (z) this Release, or the subject matter hereof, may not be enforced in or by such courts. Each party agrees that a final, non-appealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law. Capitalized terms used but not otherwise defined in this Release shall have the meanings assigned to such terms in the Convertible Loan Agreement and the Security Agreement, as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LGT GLOBAL INVEST LIMITED

By: 

Name: Matthias RSTL / Ivo Enderli

Title: Authorized Signatories

Address for Notices:

Grand Pavilion Commercial Centre, 1st floor  
802 West Bay Road, P.O. Box 31855  
George Town, Grand Cayman, KY1-1207

SIGNATURE PAGE TO RELEASE OF PATENT SECURITY AGREEMENT

**PATENT**  
**REEL: 052622 FRAME: 0829**

**SCHEDULE 1**

**PATENTS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Record Owner</b>

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>	<b>Record Owner</b>
HYDROPONICS APPARATUS, SYSTEM AND METHOD	United States of America	15/901,323	February 21, 2018	Kalera, Inc.
HYDROPONICS APPARATUS, SYSTEM AND METHOD	Patent Cooperation Treaty	PCT/US2018/01 8992	February 21, 2018	Kalera, Inc.

**PATENT**