

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7481941

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	AGRINOMIX LLC	08/11/2022
RECEIVING PARTY DATA		
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS COLLATERAL AGENT	
Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	9730396
	Application Number:	17381371
CORRESPONDENCE DATA		
Fax Number:		
<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:	3127018637	
Email:	IPDocket@mayerbrown.com	
Correspondent Name:	WILLIAM R. SIEGEL, MAYER BROWN LLP	
Address Line 1:	P.O. BOX 2828	
Address Line 4:	CHICAGO, ILLINOIS 60690-2828	
ATTORNEY DOCKET NUMBER:	22715517	
NAME OF SUBMITTER:	WILLIAM R. SIEGEL	
SIGNATURE:	/william r siegel/	
DATE SIGNED:	08/11/2022	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
source=5.02. AdeptAG_Monroe - AgriNomix LLC - Patent Security Agreement (Executed) (748988543_3)#page1.tif		
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PATENT

REEL: 060788 FRAME: 0780

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 11, 2022, made by the undersigned grantor (the "Grantor"), in favor of Monroe Capital Management Advisors, LLC, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, modified, supplemented, extended or renewed from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement (this "Patent Security Agreement"); and

WHEREAS, the Grantor owns the Patents listed on Schedule I attached hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor to secure the Obligations under the Credit Agreement:

- (a) the Patents of the Grantor now owned or from time to time after the date hereof owned or acquired by the Grantor, including the Patents listed on Schedule I attached hereto;
- (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and all inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;
- (c) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same; and
- (d) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

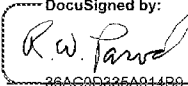
SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

AGRINOMIX LLC, as Grantor

By:  DocuSigned by:
36AC9D625A944B9...
Name: Richard Parod
Title: President and Chief Executive Officer

Accepted and Agreed:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Collateral Agent

By:  _____
Name: Matthew J. Bernstein
Title: Director

[AgriNomix LLC Patent Security Agreement]

PATENT
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SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patents:

Owner	Patent	Registration Number
AgriNomix LLC	Horticultural pot and tray filling apparatus	9730396

Patent Applications:

Owner	Patent	Application Number
AgriNomix LLC	HORTICULTURAL POT DISPENSING APPARATUS	17381371