

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI26756

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Avenue Venture Opportunities Fund, L.P.	02/13/2024
RECEIVING PARTY DATA	
Company Name:	Benson Hill, Inc.
Street Address:	1001 N. Warson Road
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63132
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	16955379
Application Number:	17054041
Application Number:	16639375
Application Number:	16765787
Application Number:	16629754
Application Number:	16522757
Application Number:	17037040
CORRESPONDENCE DATA	
Fax Number:	9195162009
<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:	9197437309
Email:	robert.womble@klgates.com
Correspondent Name:	Mr. Robert B Womble
Address Line 1:	301 Hillsborough Street
Address Line 2:	Suite 1200
Address Line 4:	Raleigh, NORTH CAROLINA 27603-0003
ATTORNEY DOCKET NUMBER:	28469-00029
NAME OF SUBMITTER:	Robert Womble
SIGNATURE:	Robert Womble
DATE SIGNED:	02/14/2024

Total Attachments: 6

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of February 13, 2024, is executed by **AVENUE VENTURE OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership, as administrative agent and collateral agent (in such capacity, together with its successors and assigns, the "Secured Party"), and in favor of **BENSON HILL, INC.**, a Delaware corporation ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the IP Security Agreement (defined below).

RECITALS

A. The Intellectual Property Security Agreement, dated as of December 29, 2021, executed by Grantor (as amended, amended and restated, supplemented or otherwise modified from time to time from time to time, the "IP Security Agreement"), was entered into in conjunction with that certain Loan and Security Agreement, dated as of December 29, 2021, by and among Secured Party, Grantor and the other Grantors party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time from time to time, the "Security Agreement"), pursuant to which Grantor granted to Secured Party a lien on all of its personal property, including without limitation the copyrights listed on Exhibit A hereto, the trademarks and trademark applications listed on Exhibit B hereto, and the patents and patent applications listed on Exhibit C hereto (such copyrights, trademarks and trademark applications, and patents and patent applications, the "Intellectual Property").

B. Pursuant to the IP Security Agreement, Grantor pledged and granted to the Secured Party for the benefit of the Secured Parties (as defined in the IP Security Agreement) a security interest in all of Grantor's right, title and interest in, to and under all of the IP Collateral (as defined below).

C. Secured Party agrees to discharge fully, terminate and release its security interest in all the Intellectual Property specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. (a) The IP Security Agreement and (b) with respect to the Intellectual Property, the Security Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, fully discharges and releases the security interest pledged and granted by Grantor to the Secured Party in any and all right, title and interest of Grantor in, to and under any and all of the following (the "IP Collateral"), including, without limitation, all of the Intellectual Property, and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Patent and IP Security Agreement or Loan and Security Agreement:

(a) all of the copyrights, whether then owned or at any time thereafter acquired, of Grantor, including the copyrights listed on **Exhibit A**, and all registrations and pending applications associated therewith.

(b) all of the trademarks, whether then owned or at any time thereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Exhibit B**, and all registrations and pending applications associated therewith.

(c) all patents and patent applications, in each case whether then owned by Grantor or thereafter acquired and whether then existing or thereafter coming into existence, including without limitation those

listed on **Exhibit C**, including the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party hereby authorizes the Grantor or its authorized representative to record or file this Termination with the United States Copyright Office, the Trademark Division of the United States Patent and Trademark Office, and the Patent Division of the United States Patent and Trademark Office, at the Grantor's sole cost and expense.

5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

6. This Termination and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of California, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction.

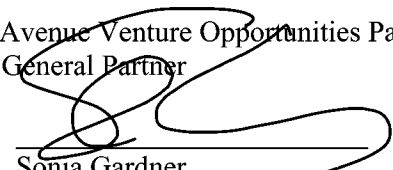
[signature on following page]

IN WITNESS WHEREOF, Secured Party has duly executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: 
Name: Sonia Gardner
Title: Authorized Signatory

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ☒

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Copyrights Exist ☐

	<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
1.	BREED POWERED BY CROPOS	87164795	5734305		2016-09-08
2.	BENSON HILL	87097938	5576353		2016-07-08
3.	BENSON HILL BIOSYSTEMS	87097913	5576352		2016-07-08
4.	CLOUD BIOLOGY	86950431	5466456		2016-03-23
5.	CROPOS	86950418	5313857		2016-03-23
6.	PSKBASE	86436873	4869407		2014-10-28
7.	BENSON HILL ¹	85921236	50914311		2021-10-12
8.	NIBBLEROOT	97070573	pending		2021-09-27
9.	TRUVAIL	97046839	pending		2021-07-02
10.	PROTEIN AGRONOMICS	90808320	pending		2021-07-02
11.	MADE FROM BETTER	90808310	pending		2021-06-25
12.	BRIGHT DAY	90795462	pending		2021-06-24
13.	BRIGHT DAY	90794019	pending		2021-06-14
14.	VERI BRAND COOKING OIL	90771629	pending		2021-06-14
15.	VERI	90771626	pending		2020-01-08
16.	BENSON HILL SEEDS	88983225	6584418		2020-01-08
17.	BENSON HILL SEEDS	88983216	6584417		2020-01-08
18.	BENSON HILL SEEDS	88751199	pending		2020-01-08
19.	BENSON HILL SEEDS	88751182	pending		2020-01-08
20.	EMERGE	88751174	6381396		2019-10-02
21.	BENSON HILL	88639140	6149307		2019-10-02
22.		88639127	6149306		2019-10-02

¹ Subject to Security Interest in favor of BioGenerator, as Collateral Agent recorded July 29, 2013 (5080/0447)

EXHIBIT C**PATENTS**Please Check if No Patents Exist ☐

	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
1.	MODIFIED AGPASE LARGE SUBUNIT SEQUENCES AND METHODS FOR DETECTION OF PRECISE GENOME EDITS	US20210002658	16/955379	Published	2021-01-07
2.	INCREASING PLANT GROWTH AND YIELD BY USING A DUF2996 DOMAIN-CONTAINING PROTEIN	US20210130840	17/054041	Published	2021-05-06
3.	INCREASING PLANT GROWTH AND YIELD BY USING A GLUTAREDOXIN	US20200255850	16/639375	Published	2020-08-13
4.	INCREASING PLANT GROWTH AND YIELD BY USING A QUINONE OXIDOREDUCTASE	US20200291416	16/765787	Published	2020-09-17
5.	INCREASING PLANT GROWTH AND YIELD BY USING A FERREDOXIN-THIOREDOXIN REDUCTASE	US20210147864	16/629754	Published	2021-05-20
6.	Compositions and methods for increasing plant growth and yield using rice promoters	US10717770	16/522757	Issued	2020-07-21
7.	COMPOSITIONS AND METHODS FOR MODIFYING GENOMES	US20210024943	17/037040	Published	2021-01-28