

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iron Ox, Inc.		04/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Agent		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6267088	IRON OX	
Registration Number:	6476939	IRON OX	
Serial Number:	90742781	IRON OX	
Serial Number:	90771875	IRON OX	
Serial Number:	90742784	IRON OX	
Serial Number:	97100416	RENEWABLE FOOD	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	04/25/2022		

CH \$165.00 6267088

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is entered into as of April 22, 2022 by and between **SILICON VALLEY BANK**, a California corporation, in its capacity as administrative agent and collateral agent for Lenders (in such capacity, “**Agent**”), and **IRON OX, INC.**, a Delaware corporation, a Delaware corporation (“**Grantor**”).

RECITALS

A. **SILICON VALLEY BANK** and **SVB INNOVATION CREDIT FUND VIII, L.P.**, a Delaware limited partnership (collectively, the “**Lenders**”) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (collectively, the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Agent, Lenders, Grantor, **BLACKJACK BLOCK I, LLC**, a Texas limited liability company, **BLACKJACK BLOCK II, LLC**, a Texas limited liability company, and **IRON OX GILROY FARM, LLC**, a California limited liability company, as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term “Intellectual Property Collateral” shall not include (i) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use or amendment to allege use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law or (ii) any license if the grant of a security interest in such license is prohibited under the terms of such license or under applicable law, but only to the extent such prohibition is not rendered unenforceable or ineffective by the Code or other applicable law; provided, however, that a security interest shall attach to such license immediately at such time as the condition causing such prohibition shall be eliminated or remedied.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. This Agreement 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 Agreement 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

Iron Ox, Inc.
Attn: Brandon Alexander, CEO
955 Terminal Way
San Carlos, California 94070

IRON OX, INC.

DocuSigned by:
By: Tom Constantino
06AE969E29C6474...

Name: Tom Constantino

Title: Chief Financial Officer

AGENT:

Address:

Silicon Valley Bank
Attn: Jackson Morrow
505 Howard Street, 3rd Floor
San Francisco, California 94105

SILICON VALLEY BANK, as Agent

DocuSigned by:
By: Jackson Morrow
5BE7B2C8BFC74E6...

Name: Jackson Morrow

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

EXHIBIT B

Patents

Country	Brief Description	Registration/ Application Date	App. No.	Patent No.
United States	Transfer station / robotic arm that moves plants between modules + harvests plants	3/12/2019 12/22/2017	15/852,749	10,225,993
United States	Transfer station / robotic arm that moves plants between modules + harvests plants	8/13/2019 1/28/2019	16/260,042	10,375,898
United States	Transfer station / robotic arm that moves plants between modules + harvests plants	1/7/2020 6/28/2019	16/456,401	10,524,425
United States	Transfer station / robotic arm that moves plants between modules + harvests plants	1/26/2021 12/2/2019	16/701,037	10,897,850
United States	Transfer station / robotic arm that moves plants between modules + harvests plants	12/21/2020	17/129,130	
European Patent	Transfer station / robotic arm that moves plants between modules + harvests plants	6/23/2021 7/22/2019	17883320.8	3557970
China	Transfer station / robotic arm that moves plants between modules + harvests plants	8/22/2019	110325032	
United States	Loader that autonomously moves modules between stations within a greenhouse	7/21/2020 1/16/2018	15/872,299	10,716,265
United States	Loader that autonomously moves modules between stations within a greenhouse	6/11/2020	16/898,785	
European Patent	Loader that autonomously moves modules between stations within a greenhouse	7/18/2019	18738818.6	
United States	Aggregation of data from fixed and mobile sensors within a greenhouse to track and predict yield + plant quality	10/27/2020 4/17/2018	15/955,651	10,813,295
United States	Aggregation of data from fixed and mobile sensors within a greenhouse to track and predict yield + plant quality	9/22/2020	17/028,641	
United States	Sensor modules that deploy like plants into plant slots in rafts in modules to track plant exposure	3/2/2021 7/5/2019	16/504,209	10,936,870
United States	Sensor modules that deploy like plants into plant slots in rafts in modules to track plant exposure	1/25/2021	17/157,867	
United States	Modules with rafts that contain plants; whole raft is pulled from modules when plants are harvested or moved to other modules	7/23/2021	17/384,560	
United States	Station with cameras + sensors that capture plant data as	7/23/2021	17/384,568	

Country	Brief Description	Registration/ Application Date	App. No.	Patent No.
	loader moves modules within the greenhouse			
United States	Station for automatically filling modules with water and nutrients	7/23/2021	63/225,357	
United States	Station for automatically growing plants from seed to seedling	7/23/2021	63/225,359	
United States	Distribution of multiple cultivars in greenhouse based on greenhouse microclimates	10/1/2021	63/251,493	
United States	Autonomous plant input and harvest actions to achieve contracted supply needs over a future time period	10/1/2021	63/251,499	
United States	Facility layout for autonomous servicing of multiple large grow areas, a la hub and spoke	12/10/2021	63/288,503	

EXHIBIT C

Trademarks



Country	Trademark	App. No. App. Date	Reg. Date Reg. Date	Status
United States	IRON OX	87/983,620 7/7/2016	6,267,088 2/9/2021	Registered
United States	IRON OX	90/742,781 5/28/2021		Pending Intent To Use
United States	IRON OX	90/771,875 6/14/2021		Pending
United States	IRON OX & Design 	90/348,136 11/30/2020	6,476,939 9/7/2021	Registered
United States	IRON OX & Design 	90/742,784 5/28/2021		Pending Intent To Use
United States	RENEWABLE FOOD	97/100,416 10/29/2021		Pending Intent To Use

EXHIBIT D

Mask Works

Description

None.

Registration/
Application
Number

Registration/
Application
Date