

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758792

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THIS LAND, INC.		09/30/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	1200 17th St, Ste 1600
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	6665121	ANT ADIOS
Registration Number:	6664171	DANDELION DOOM
Registration Number:	6703392	PET LAWN
Registration Number:	6092729	SUNDAY
Registration Number:	6398113	SUNDAY
Registration Number:	6836559	TEXAS GREEN
Serial Number:	90616578	BARE REPAIR
Serial Number:	90616605	FIRE ANT FIGHTER
Serial Number:	90616632	LAWN KICKSTART
Serial Number:	97585779	SUNDAY
Serial Number:	88136919	SUNDAY
Serial Number:	97265490	WONDERFERT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

OP \$315.00 6665121

Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1794876

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 10/03/2022

Total Attachments: 8

source=1 SVB_-_This_Land_-_Intellectual_Property_Security_Agreement_(Senior)_ (6.2022)#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of September 30, 2022 by and between **SILICON VALLEY BANK**, a California corporation (“**Bank**”) and **THIS LAND, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement dated as of the date hereof by and among Bank and Grantor (as the same may be further amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 Bank 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 the Obligations under the Loan Agreement, Grantor grants and pledges to Bank 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 or 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”) (provided that notwithstanding anything else, neither the Collateral nor the Intellectual Property Collateral includes any “intent-to-use” Trademark at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise);

(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, 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.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Bank 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 or expand 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).

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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.

Address:

This Land, Inc.
1434 Spruce Street, Suite 100
Boulder, Colorado 80302, USA
Attn: Justin Coulter Lewis

Email: coulter@getsunday.com

GRANTOR:

THIS LAND, INC.

DocuSigned by:
By: Justin Coulter Lewis
25A1D4C008DB471...

Name: Justin Coulter Lewis

Title: CEO

Address:

1200 17th St, Ste 1600,
Denver, CO 80202
Attn: Ryan Nole, Vice President

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Ryan Nole
CS11DD1E007A49F...

Name: Ryan Nole

Title: Vice President

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems And Methods For Determination Of Lawn Nutrient And Treatment Regimen Based On Publicly Available Information And Specific Testing Data And The Periodic Delivery Of Supplies For Said Lawn Nutrient And Treatment Regimen	16/848,714	04-14-2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ANT ADIOS	U.S. Reg. 6665121	March 8, 2022
DANDELION DOOM	U.S. Reg. 6664171	March 8, 2022
PET LAWN	U.S. Reg. 6703392	April 12, 2022
SUNDAY	U.S. Reg. 6092729	June 30, 2020
SUNDAY	U.S. Reg. 6398113	June 22, 2021
TEXAS GREEN	U.S. Reg. 6836559	Sept. 6, 2022
BARE REPAIR	U.S. App. 90616578	March 31, 2021
FIRE ANT FIGHTER	U.S. App. 90616605	March 31, 2021
LAWN KICKSTART	U.S. App. 90616632	March 31, 2021
SUNDAY	U.S. App. 97585779	Sept. 9, 2022
SUNDAY	U.S. App. 88136919	Sept. 28, 2019
WONDERFERT	U.S. App. 97265490	Feb. 14, 2022
SUNDAY	CA App. 1949440	March 4, 2019
SUNDAY	CN App. 48101217	July 15, 2020
SUNDAY	CN Reg. 48117682	June 28, 2022
SUNDAY	CN Reg. 48090025	June 28, 2022
SUNDAY	CN Reg. 48118056	June 28, 2022
SUNDAY	EU Reg. 018031217	Sept. 5, 2019
SUNDAY	UK Reg. 918031217	Sept. 5, 2019
SUNDAY	IR Reg. 1560396	June 20, 2022
SUNDAY	UK Reg. 1560396	June 20, 2020
SUNDAY	AU Reg. 1560396	June 20, 2020
SUNDAY	MX Reg. 2150516	July 13, 2020
SUNDAY	MX Reg. 2150517	July 13, 2020
SUNDAY	MX Reg. 2157680	July 13, 2020
SUNDAY	MX Reg. 2157681	July 13, 2020
SUNDAY	MX Reg. 2369473	March 14, 2022

EXHIBIT D

Mask Works

None

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RECORDED: 10/03/2022

TRADEMARK
REEL: 007856 FRAME: 0036