900788058 07/24/2023

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM826456

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grove Collaborative, Inc.		03/10/2023	Public Benefit Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Siena Lending Group LLC
Street Address:	9 W Broad Street
Internal Address:	5th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark					
Serial Number:	88960960	BEYOND PLASTIC					
Serial Number:	97149266	BEYOND PLASTIC					
Serial Number:	90683829	GOOD FUR					
Serial Number:	90180008	GROVE					
Serial Number:	90127811	GROVE BEAUTY					
Serial Number:	90180229	GROVE CO.					
Serial Number:	90977058	GROVE CO.					
Serial Number:	86804104	GROVE COLLABORATIVE					
Serial Number:	88114564	GROVE COLLABORATIVE					
Serial Number:	88122270	GROVE COLLABORATIVE					
Serial Number:	90128066	GROVE COLLABORATIVE					
Serial Number:	90128069	GROVE COLLABORATIVE					
Serial Number:	90128083	GROVE COLLABORATIVE					
Serial Number:	90128084	GROVE COLLABORATIVE					
Serial Number:	88981868	GROVE COLLABORATIVE					
Serial Number:	97687960	GROVE COLLABORATIVE					
Serial Number:	90127829	GROVE PEACH					
Serial Number:	88227302	HONU					

REEL: 008141 FRAME: 0948

900788058

Property Type	Number	Word Mark
Serial Number:	90129632	HONU
Serial Number:	90380558	PEACH NOT PLASTIC
Serial Number:	87099374	POSTPLAY
Serial Number:	88768128	ROOTED BEAUTY
Serial Number:	88768133	ROOTED BEAUTY
Serial Number:	90128076	ROOTED BEAUTY
Serial Number:	85827846	ROOTED BEAUTY
Serial Number:	90130463	SEEDLING BY GROVE
Serial Number:	88057905	SUNDAILY
Serial Number:	88777618	SUPERBLOOM
Serial Number:	97488485	SUSTAINABLY POWERFUL FOR A HEALTHY HOME
Serial Number:	88290661	THE BACK UP
Serial Number:	88290652	THE BASE LAYER

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye (140690-01141 F.M.)

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	140690-01141
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	07/24/2023

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is entered into as of March 10, 2023 by and between Siena Lending Group LLC, with an office at 9 W Broad Street, 5th floor, Suite 540 Stamford, Connecticut 06902, together with its successors and permitted assigns ("<u>Lender</u>") and GROVE COLLABORATIVE, INC., a Delaware public benefit corporation, with its principal place of business located at 1301 Sansome Street, San Francisco, CA 94111("Grantor").

RECITALS

- A. Lender has agreed to make certain advances of money and to extend Loans to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement dated on or about the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement) by and among the Lender and Grantor. The Lender is willing to make the Loans to Grantor, subject to the condition, among others, that Grantor grant to Lender a security interest in the Intellectual Property Collateral (as described below) to secure the Obligations.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure the Obligations, Grantor grants and pledges to Lender 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 "<u>Intellectual Property Collateral</u>"), 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, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> attached hereto (collectively, the "<u>Patents</u>");
- (c) 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");
- (d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above;

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- (e) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (f) All proceeds and products of the foregoing including insurance proceeds in respect of the foregoing.

Notwithstanding the foregoing, in no event shall the Intellectual Property Collateral include any Excluded Collateral.

- 2. <u>Recordation</u>. 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 Lender.
- 3. <u>Authorization</u>. Grantor hereby authorizes Lender 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. <u>Loan Documents</u>. 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 Lender 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; Electronic Signature. 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. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of facsimile, photocopy, scan by email delivery of a ".pdf" format data file, or any electronic signature valid under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et. seq such as DocuSign shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of signature delivered or provided in that manner as a defense to the formation of a contract and each party hereto forever waives any such defense.
- 6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 7. <u>Governing Law.</u> 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York, or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

GROVE COLLABORATIVE, INC.

By: Stuart Landesburg

~DocuSigned by:

Name: Stuart Landesberg

Title: Chief Executive Officer and President

[Signature Page to Intellectual Property Security Agreement]

LENDER:

SIENA LENDING GROUP LLC

By: Name: Jason Schick Title: Authorized Signatory

Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

Exhibit B - 1

EXHIBIT B

Patents

067656- 000014	067656- 000013	067656- 000012	067656- 000011	067656- 000010	067656- 000009	067656- 000008	067656- 000007	067656- 000006	067656- 000005	067656- 000004	067656- 000003	067656- 000002	Reference #
LIQUID CONTAINER	CAP FOR A LIQUID CONTAINER	CAP FOR A LIQUID CONTAINER	LIQUID CONTAINER	LIQUID CONTAINER	LIQUID CONTAINER	LIQUID CONTAINER	LIQUID CONTAINER	SELF-DOSING MEASURING CAP FOR A LIQUID CONTAINER	LIQUID CONTAINER	LIQUID CONTAINING BOTILE	LIQUID CONTAINING BOTTLE	SELF-DOSING MEASURING CAP FOR A LIQUID CONTAINER	Тин
CA	CA	CA	CA	CA	CA	US	CA	US	US	CN	CN	US	2
200,009	200,008	200,007	200,006	199,782	186,558	29/674,940	197,313	16/578,939	29/663,894	201930337370.8	201930113293.8	16/233,646	Serial #
6/27/19	6/26/19	6/26/19	6/26/19	3/13/19	3/13/19	12/27/18	3/13/19	9/23/19	9/19/18	6/27/19	3/19/19	12/27/18	ereg para
200,009	200,008	200,007	200,006	199,782	186,558	D945,811	197,313	10,942,052	D902,040	ZL201930337370.8	ZL201930113293.8	10,444,049	Patent #
6/14/21	6/14/21	6/14/21	6/14/21	6/3/21	10/8/20	3/15/22	3/16/21	3/9/21	11/17/20	2/21/20	2/7/20	10/15/19	Товие Озне
ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	Status

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067656- 000029	067656- 000028	067656- 000027	067656- 000026	067656- 000025	067656- 000024	067656- 000023	067656- 000022	067656- 000021	067656- 000020	067656- 000019	067656- 000018	067656- 000017	067656- 000016	067656- 000015	Reference #
CONTAINER WITH COVER	CONTAINER WITH COVER	SYSTEM FOR CONTAINER CONTENT IDENTIFICATION	CONFECTIONS FOR SKIN PROTECTION: COMPOSITIONS, METHODS FOR MAKING, AND APPLICATIONS THEREOF	LIQUID CONTAINER	SELF-DOSING MEASURING CAP FOR A LIQUID CONTAINER	SELF-DOSING MEASURING CAP FOR A LIQUID CONTAINER	SELF-DOSING MEASURING CAP FOR A LIQUID CONTAINER	CONTAINER WITH COVER	SYSTEM FOR CONTAINER CONTENT IDENTIFICATION	CONFECTIONS FOR SKIN PROTECTION: COMPOSITIONS, METHODS FOR MAKING, AND APPLICATIONS THEREOF	CONFECTIONS FOR SKIN PROTECTION: COMPOSITIONS, METHODS FOR MAKING, AND APPLICATIONS THEREOF	SELF-DOSING MEASURING CAP FOR A LIQUID CONTAINER	LIQUID CONTAINER	BOTTLE OF A LIQUID CONTAINER	Eitle
CN	CA	WO	US	US	CN	CA	US	US	US	WO	US	WO	CA	CA	Ş
202130497904.0	205543	US2022/015107	62/954,128	29/752,250	201980091653.6	3,125,159	17/168,075	29/769,162	17/167,013	US2020/066922	17/133,460	US2019/068696	188,562	200,010	Senal#
8/3/21	8/3/21	2/3/22	12/27/19	9/25/20	12/27/19	12/27/19	2/4/21	2/3/21	2/3/21	12/23/20	12/23/20	12/27/19	6/26/19	6/26/19	Filed Date
							11,435,213						188,562	200,010	Patent #
							9/6/22						6/14/21	6/14/21	Esue Date
PENDING	PENDING	PUBLISHED	EXPIRED	ABANDONED	PUBLISHED	PUBLISHED	ISSUED	PENDING	PUBLISHED	ABANDONED	PUBLISHED	ABANDONED	ISSUED	ISSUED	Status

PENDING		8/19/22	17/891,621	Sn	SELF-DOSING MEASURING CAP FOR A LIQUID CONTAINER	067656- 000034
PENDING		9/1/22	29/851,933	US	CONTAINER WITH COVER AND LABELING RING	067656- 000031
PENDING		9/1/22	63/403,123	US	SYSTEM FOR CONTAINER CONTENT IDENTIFICATION	067656- 000030
Issue Date Status	Patent#	Filed Date	Senal#	CID	Title	Reference #

EXHIBIT C

Trademarks

GROVE BEAUTY	GROVE	GOOD FUR	BEYOND PLASTIC and Design (1)	Mark BEYOND PLASTIC
86597.1049.1	86597.1066.1	86597.1074.1	86597.1077.1	Case No 86597.1002.1
US	Sn	US	US	Country US
90127811	90180008	90683829	97149266	App. No 88960960
20- Aug- 2020	14- Sep- 2020	30- Apr- 2021	30- Nov- 2021	Filing Date 11- Jun- 2020
6732626			6724955	Reg. No.
24- May- 2022			24- May- 2022	D Regis
Registered	Published	Published	Registered	Status Suspended
Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.
35 Int.	03 Int., 04 Int., 05 Int., 16 Int., 18 Int., 21 Int., 22 Int., 24 Int., 25 Int., 30 Int., 35 Int.	03 Int., 05 Int., 10 Int., 18 Int., 20 Int., 31 Int., 35 Int.	35 Int.	Class[es] 03 Int., 35 Int.

GROVE COLLABORATIVE	GROVE COLLABORATIVE	GROVE COLLABORATIVE	GROVE COLLABORATIVE	GROVE CO.	Mark GROVE CO.
86597.1038.1	86597.1007.1	86597.1006.1	86597.1005.1	86597.1080.1	Case No 86597.1067.1
Int'l Registration - Madrid Agreement / Protocol	US	US	US	US	Country US
1488499	88122270	88114564	86804104	90977058	App. No. 90180229
04- Jan- 2019	18- Sep- 2018	12- Sep- 2018	29- Oct- 2015	14- Sep- 2020	Filing Date 14- Sep- 2020
1488499	6102770	6563218	5581162	6886119	Reg No
04- Jan- 2019	14- Jul- 2020	16- Nov- 2021	09- Oct- 2018	25- Oct- 2022	D _{alig}
Registered	Registered	Registered	Registered	Registered	Status Published
Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Owner Grove Collaborative, Inc.
03 Int., 04 Int., 05 Int., 08 Int., 16 Int., 21 Int., 24 Int., 25 Int., 35 Int.	03 Int., 16 Int., 21 Int., 22 Int., 25 Int.	21 Int.	03 Int., 04 Int., 05 Int., 21 Int., 24 Int., 35 Int.	03 Int., 04 Int., 05 Int., 18 Int., 21 Int., 22 Int., 24 Int., 25 Int., 35 Int.	Class[es] 03 Int., 05 Int., 16 Int., 21 Int.

	SUPERBLOOM	SUPERBLOOM	SUPERBLOOM	SUPERBLOOM	SUNDAILY	SEEDLING BY GROVE	ROOTED BEAUTY	ROOTED BEAUTY	ROOTED BEAUTY	Mark
	86597.1073.1.CN	86597.1073.1.CA	86597.1073.1	86597.1028.1	86597.1027.1	86597.1064.1	86597.5.1	86597.1058.1	86597.1019.1	Case No
Republic)	China (People's	Canada	Int'l Registration - Madrid Agreement / Protocol	US	US	US	US	US	US	Country
	1549112	1549112	1549112	88777618	88057905	90130463	85827846	90128076	88768133	App No
2020	28- Inl-	28- Jul- 2020	28- Jul- 2020	29- Jan- 2020	30- Jul- 2018	21- Aug- 2020	21- Jan- 2013	20- Aug- 2020	21- Jan- 2020	Filing Date
	1549112	1549112	1549112	6639916	5702185	6654703	4773288	6654697	6274062	Rog No
2020	28- Inil-	28- Jul- 2020	28- Jul- 2020	08- Feb- 2022	19- Mar- 2019	22- Feb- 2022	14- Jul- 2015	22- Feb- 2022	16- Feb- 2021	Reg
	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status
Inc.	Grove Collaborative	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Grove Collaborative, Inc.	Owner
***************************************	03 Int., 35	03 Int., 35 Int.	03 Int.	03 Int., 35 Int.	05 Int.	16 Int.	03 Int.	03 Int.	03 Int.	Classics

	Inc.		2019		2019				
	Collaborative,	ı	Sep-		Feb-				
05 Int.	Grove	Registered	03-	5849925	-60	88290652	US	86597.1035.1	THE BASE LAYER
	Inc.		2019		2019				
	Collaborative,		Nov-		Feb-				
05 Int.	Grove	Registered	19-	5916683	-60	88290661	US	86597.1034.1	THE BACK UP
35 Int.									
Int., 31 Int.,									
24 Int., 25									
Int., 21 Int.,									
19 Int., 20									
Int., 18 Int.,									PLANET
10 Int., 16	Inc.				2022				HEALTHY HOME &
Int., 05 Int.,	Collaborative,				Jul-				POWERFUL FOR A
03 Int., 04	Grove	Pending			05-	97488485	US	86597.1081.1	SUSTAINABLY
			Date		Date				
Class[cs]	Owner	Status	Reg	Reg. No	Filing	App No	Country	Case No	Mark

RECORDED: 07/24/2023