

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plant Response, Inc.		03/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alexandria Venture Investments, LLC		
Street Address:	26 North Euclid Avenue		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4834494	PATHWAY	
Registration Number:	4746352		
Registration Number:	4854300	POWERCOAT	
Registration Number:	4854302	POWERBLEND	
Registration Number:	5775747	BIOPATH	
Registration Number:	5765612	BIOHP	
Registration Number:	4854415	NATURIZE	
Registration Number:	2933087	K+NEEM	
Registration Number:	5593887	WISERGANIC	
Registration Number:	5752340	WISERG	
Registration Number:	5770625		
Registration Number:	5771749	NUTRIENT RECOVERY TECHNOLOGY	
Registration Number:	5939025	SYNERGY	
Registration Number:	6059342	BRIO	
Serial Number:	88901924	DISTINGUISH	
Serial Number:	87961038	ELEVATE	
Serial Number:	88063776	FLASH PRESERVATION	
Serial Number:	88063773	FLASH STABILIZATION	
Serial Number:	88901936	PRIX	

OP \$515.00 4834494

Property Type	Number	Word Mark
Serial Number:	88901946	VIM

CORRESPONDENCE DATA

Fax Number: 6175265000

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: (720)274-3163

Email: janey.davidson@wilmerhale.com

Correspondent Name: Benjamin S. Fernandez, Esquire

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

Address Line 2: 60 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	111033.587
NAME OF SUBMITTER:	Benjamin S. Fernandez
SIGNATURE:	/s/ Benjamin S. Fernandez/
DATE SIGNED:	04/01/2021

Total Attachments: 8

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PATENT ASSIGNMENT AND TRADEMARK ASSIGNMENT

This PATENT ASSIGNMENT AND TRADEMARK ASSIGNMENT (this “Agreement”) is entered into as of March 31, 2021, by and between ALEXANDRIA VENTURE INVESTMENTS, LLC, as collateral agent for the Purchasers (as defined in the Purchase Agreement referred to below) (the “Collateral Agent”) for the benefit of the Secured Parties and PLANT RESPONSE, INC., a Delaware corporation (“Grantor”).

RECITALS

A. The Grantor has issued Secured Convertible Promissory Notes (collectively, the “Notes”) in favor of the Purchasers pursuant to the Secured Convertible Promissory Note and Warrant Purchase Agreement, dated as of the date hereof, (as amended and in effect from time to time, the “Purchase Agreement”), with the Purchasers, pursuant to which the Purchasers, subject to the terms and conditions contained therein, are to make loans to the Grantor.

B. The Grantor has entered into a Security Agreement in favor of Collateral Agent for the benefit of the Secured Parties (the “Security Agreement”).

C. It is a condition precedent to the Purchasers purchasing the Notes to be issued by the Grantor pursuant to the Purchase Agreement that the Grantor execute and deliver to the Purchasers a patent assignment and trademark assignment in substantially the form hereof.

D. Any capitalized terms used without definition herein shall have the meanings assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

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 Grantor’s obligations to Collateral Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Subject to the terms and conditions of the Security Agreement, to secure Grantor’s obligations to Collateral Agent and the Purchasers, Grantor grants and pledges to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its patents and trademarks (all of which shall collectively be called the “IP Collateral”), including, without limitation, the following:

(a) 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 A attached hereto (collectively, the “Patents”);

(b) 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 B attached hereto (collectively, the “Trademarks”);

(c) Any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals now or hereafter existing, created, acquired or held;

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

(e) 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;

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

(g) All amendments, extensions, renewals and extensions of any of the Trademark, or Patents; and

(h) 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 anything to the contrary herein, the IP Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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

3. Authorization. Grantor hereby authorizes Collateral Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any IP 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 IP Collateral.

4. Transaction Agreements. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the IP Collateral are as provided by the Security 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows.]

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:

PLANT RESPONSE, INC.

By: 
Title: CEO Plant Response Inc

COLLATERAL AGENT:

ALEXANDRIA VENTURE INVESTMENTS, LLC

By: _____

Title: _____

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:

PLANT RESPONSE, INC.

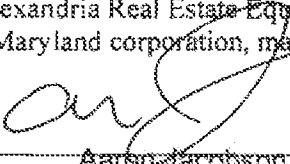
By: _____

Title: _____

COLLATERAL AGENT:

ALEXANDRIA VENTURE INVESTMENTS, LLC

By: Alexandria Real Estate Equities, Inc.,
a Maryland corporation, managing member

By:  _____
Aaron Jacobson

Title: SVP - Venture Counsel



EXHIBIT A

Patents

Description	Application No.	Patent No.	Owner	Filing Date	Jurisdiction
Novel Reporter Constructs for Compound Screening	15/097,339	10,677,785	Plant Response, Inc.	April 13, 2011	United States
Methods and systems for processing organic material	13/191,251	US9090496	Plant Response, Inc.	7/26/11	United States
Methods and systems for producing organic fertilizer	13/749,528		Plant Response, Inc.	1/24/13	United States
Waste management system	14/205,176		Plant Response, Inc.	3/11/14	United States
Methods and systems for stabilizing organic material	14/244,729	US9181138	Plant Response, Inc.	4/3/14	United States
Methods and systems for stabilizing organic material	14/289,481	US9403732	Plant Response, Inc.	5/28/14	United States
Methods and systems for stabilizing organic material	14/936,397	US10053393	Plant Response, Inc.	11/9/15	United States
Methods and systems for stabilizing organic material	16/051,200	US10618852	Plant Response, Inc.	7/31/18	United States
Methods and systems for pathogen mitigation in organic materials	PCT/US2020/065395	US9090496	Plant Response, Inc.	12/16/20	PCT
Continuation of patent 10,618,852 – extends batch processing while incorporating additional definition of aerobic conditions within the biological storage tank.	16/810,550		Plant Response, Inc.		United States
Application pertains to a selective microbial media developed by WISerg.	63/013,961		Plant Response, Inc.	4/22/20	United States

EXHIBIT B

Registered Trademarks


Mark	Serial No.	Registration No.	Owner	Filing Date	Registration Date	Jurisdiction
PATHWAY	86254010	4834494	PLANT RESPONSE, INC.	April 16, 2014	October 20, 2015	United States
	86254063	4746352	PLANT RESPONSE, INC.	April 16, 2014	June 2, 2015	United States
PowerCoat	86523030	4854300	PLANT RESPONSE, INC.	February 03, 2015	November 17, 2015	United States
PowerBlend	86523070	4854302	PLANT RESPONSE, INC.	February 03, 2015	November 17, 2015	United States
BIOPATH	86509464	5775747	PLANT RESPONSE, INC.	January 21, 2015	June 11, 2019	United States
BiOHP	88051873	5765612	PLANT RESPONSE, INC.	July 25, 2018	May 28, 2019	United States
NATURIZE	86544186	4854415	PLANT RESPONSE, INC.	February 24, 2015	November 17, 2015	United States
K+NEEM	78367828	2933087	PLANT RESPONSE, INC.	February 13, 2004	March 15, 2005	United States
WISERGANIC	87714758	5593887	PLANT RESPONSE, INC.	December 10, 2017	October 30, 2018	United States
WISERG	87714755	5752340	PLANT RESPONSE, INC.	December 10, 2017	May 14, 2019	United States
	87714756	5770625	PLANT RESPONSE, INC.	December 10, 2017	June 4, 2019	United States
NUTRIENT RECOVERY TECHNOLOGY	88103905	5771749	PLANT RESPONSE, INC.	June 13, 2018	June 4, 2019	United States
SYNERGY	87961059	5939025	PLANT RESPONSE, INC.	June 13, 2018	December 17, 2019	United States
BRIO	87961030	6059342	PLANT RESPONSE, INC.	June 13, 2018	May 19, 2020	United States

Trademark Applications

Mark	Serial No.	Owner	Filing Date	Jurisdiction
DISTINGUISH	88901924	PLANT RESPONSE, INC.	May 5, 2020	United States
ELEVATE	87961038	PLANT RESPONSE, INC.	June 13, 2018	United States

FLASH PRESERVATION	88063776	PLANT RESPONSE, INC.	August 3, 2018	United States
FLASH STABILIZATION	88063773	PLANT RESPONSE, INC.	August 3, 2018	United States
PRIX	88901936	PLANT RESPONSE, INC.	May 5, 2020	United States
VIM	88901946	PLANT RESPONSE, INC.	May 5, 2020	United States

Unregistered Trademarks

Mark

MENDEL
MENDEL BIOLOGICAL SOLUTIONS
