

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMERALD BIOAGRICULTURE CORP.		01/18/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240, CROWE BUILDING		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75167590	BOTANIGARD	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8586386733		
Email:	karen.johanson@dlapiper.com		
Correspondent Name:	DLA PIPER US LLP		
Address Line 1:	4365 EXECUTIVE DR., SUITE 1100		
Address Line 2:	ATTN: KAREN JOHANSON		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	358756-225		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/Troy Zander/		

CH \$40.00 75167590

Date:

01/28/2008

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 18, 2008 by and between SQUARE 1 BANK ("Bank") and EMERALD BIOAGRICULTURE CORP., 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 Loan and Security Agreement by and between Bank and Grantor dated 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). 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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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 of Grantor:

2123 University Park Drive, Suite 105
Okemos, MI 48864

Attn: Chief Executive Officer

EMERALD BIOAGRICULTURE CORP.

By: Michael T. Dy
Title: CFO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

SQUARE 1 BANK
By: [Signature]
Title: VP

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

	<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
1.	Methods for regulating plant GABA production	10006852	11/7/01
2.	Method for regulating plant growth	4813997	3/21/89
3.	Method for stimulating plant growth using GABA	5439873	8/8/95
4.	Method for making succinic acid, anaerobiospirillum succiniciproducens variants for use in process and methods for obtaining variants	5521075	5/28/96
5.	Method for stimulating plant growth using GABA and succinic acid	5604177	2/18/97
6.	Method for increasing fertilizer efficiency	5840656	11/24/98
7.	Methods for regulating plant growth	6083877	7/4/00
8.	Method for increasing plant productivity using glutamic acid and glycolic acid	6124241	9/26/00
9.	Method for increasing plant productivity using glutamic acid and glycolic acid	6331505	12/18/01
10.	Methods of treating plants with glycolic acid	6432883	8/13/02
11.	Method to mitigate plant stress	6534446	3/18/03

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BOTANIGARD	75167590	9/17/96