

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
Ricetec, Inc.		12/20/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Rabo Agrifinance, Inc.
Street Address:	12433 Olive Blvd., Suite 50
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63141
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1982924	KASMATI
Registration Number:	1572208	
Registration Number:	1570045	RICETEC
Registration Number:	1970486	CHEF'S ORIGINALS
Registration Number:	1966697	FLAVORED BY NATURE

CORRESPONDENCE DATA

Fax Number: (314)667-3633
 Phone: 3145526000
 Email: ipdocket@thompsoncoburn.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Matthew J. Himich
 Address Line 1: One US Bank Plaza
 Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	44940-95014
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CH \$140.00 1982924

NAME OF SUBMITTER:	Matthew J. Himich
Signature:	/Matthew J. Himich/
Date:	02/17/2012
Total Attachments: 7 source=Patent and Trademark Security Agreement#page1.tif source=Patent and Trademark Security Agreement#page2.tif source=Patent and Trademark Security Agreement#page3.tif source=Patent and Trademark Security Agreement#page4.tif source=Patent and Trademark Security Agreement#page5.tif source=Patent and Trademark Security Agreement#page6.tif source=Patent and Trademark Security Agreement#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

Reference is hereby made to that certain Loan Agreement dated as of December 20, 2011, by and among (a) RICETEC, INC., a Delaware corporation ("Debtor"), (b) the other Credit Parties from time to time party thereto, (c) the Lenders from time to time party thereto, and (d) RABO AGRIFINANCE, INC., a Delaware corporation, as the Swing Line Lender and the Administrative Agent, as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Patent and Trademark Security Agreement (this "Agreement") shall have the respective meanings ascribed to them in the Loan Agreement.

This Agreement is made as of December 20, 2011, by Debtor in favor of the Administrative Agent for the benefit of the Bank Group Parties.

WITNESSETH:

WHEREAS, as a condition precedent to the Administrative Agent, the Swing Line Lender and the Lenders entering into the Loan Agreement, the Administrative Agent, the Swing Line Lender and the Lenders have required that Debtor execute and deliver this Agreement to the Administrative Agent for the benefit of the Bank Group Parties; and

WHEREAS, in order to induce the Administrative Agent, the Swing Line Lender and the Lenders to enter into the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to the Administrative Agent for the benefit of the Bank Group Parties; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by Debtor in favor of the Administrative Agent, as the same may from time to time be amended, modified, extended, renewed or restated (the "Security Agreement"), pursuant to which Debtor has granted to the Administrative Agent for the benefit of the Bank Group Parties a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Debtor and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with the Administrative Agent as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants the Administrative Agent a security interest in and lien on all of Debtor's right, title and interest in, to and under the following, whether now owned or hereafter created, acquired and/or arising (collectively, the "Collateral"):
 - (a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");
 - (b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedule B, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");
 - (c) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

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(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), and (c) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products (a), (b), and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (a) any and all of the present and future Borrower's Obligations owed by Debtor, (b) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Debtor to any Bank Group Party evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any other Loan Document, (c) any and all other indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Debtor to any Bank Group Party of every kind and character, now existing or hereafter arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by Debtor as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by any Bank Group Party by assignment or otherwise and (d) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by any Bank Group Party upon the occurrence of any Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing any Bank Group Party in connection with any proceedings by, against or involving Debtor under any Debtor Relief Laws (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to the Administrative Agent, and covenants and agrees with the Administrative Agent, that:

- (a) all of the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and none of the Patents or Trademarks are at this time the subject of any challenge to their validity or enforceability;
- (b) to the best of Debtor's knowledge, each of the Patents and Trademarks is valid and enforceable;
- (c) (i) no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;
- (d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, registered user agreements, shop rights and covenants by Debtor not to sue third persons (other than Liens in favor of the Administrative Agent and licenses);
- (e) Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;
- (f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;
- (g) Debtor has the exclusive, royalty-free right and license to use the Patents and Trademarks and agrees not to transfer any rights or interest in any of the Patents and/or Trademarks during the term of this Agreement; and
- (h) Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents or Trademarks.

3. Inspection Rights; Product Quality. Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents and/or Trademarks and inspection of the products and records relating thereto by the Administrative Agent during normal business hours and at other reasonable times. Debtor will reimburse the Administrative Agent upon demand for all costs and expenses incurred by the Administrative Agent in connection with any such inspection conducted by the Administrative Agent while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection.

Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide the Administrative Agent, upon the Administrative Agent's reasonable request from time to time, with a certificate of an officer of Debtor certifying Debtor's compliance with the foregoing.

4. Further Assurances. Debtor hereby agrees that, until (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of the Administrative Agent to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, Debtor under the Loan Agreement, any other Loan Document or otherwise, (c) no letters of credit issued by the Administrative Agent for the account of and/or upon the application of Debtor shall remain outstanding, (d) no Swap Contracts between Debtor and the Administrative Agent shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, it will not, without the prior written consent of the Administrative Agent, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Loan Agreement and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to the Administrative Agent any and all further instruments and documents and take any and all further action that the Administrative Agent may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents and Trademarks or to enable the Administrative Agent to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents and/or Trademarks. If Debtor (a) becomes aware of any existing Patents and/or Trademarks of which Debtor has not previously informed the Administrative Agent, (b) obtains rights to any new patentable inventions, Patents and/or Trademarks, or (c) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtor shall give the Administrative Agent prompt written notice thereof.

6. Modification by the Administrative Agent. Debtor authorizes the Administrative Agent to modify this Agreement by amending Schedules A, B, C, D and/or E to include any future patents and patent applications and/or any future trademarks, service marks, trademark or service mark registrations, trade names and/or trademark or service applications, covered by Paragraphs 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents and Trademarks. So long as no Event of Default under the Loan Agreement has occurred and is continuing, Debtor may use the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Debtor or Debtor's licensees, for Debtor's or Debtor's licensees' own benefit and account and for none other.

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code of any applicable jurisdiction and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived by Debtor, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks (together with the goodwill of Debtor associated therewith), or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or Trademarks all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in such order and manner as the Administrative Agent may elect. Notice of any sale or other disposition of any of the Patents and/or Trademarks shall be given to Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released by Debtor to the maximum extent permitted by applicable Law. Debtor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreement, the use by the Administrative Agent of the Patents and Trademarks shall be worldwide, and without any liability for royalties or other related charges from the Administrative Agent to Debtor. If an Event of Default under the Loan Agreement shall occur and be continuing, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents and/or Trademarks, and, if the Administrative Agent shall commence any such suit, Debtor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify the Administrative

Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Agreement. All of the Administrative Agent's rights and remedies with respect to the Patents and Trademarks, whether established hereby, by the Security Agreement or by any other agreement or by Law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of the Administrative Agent to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, Debtor under the Loan Agreement, any other Loan Document or otherwise, (c) no letters of credit issued by the Administrative Agent for the account of and/or upon the application of Debtor shall remain outstanding, (d) no Swap Contracts between Debtor and the Administrative Agent shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, the Administrative Agent shall, upon the written request of Debtor terminate this Agreement execute and deliver to Debtor all instruments as may be necessary or proper to extinguish the Administrative Agent's security interest in the Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by Debtor on demand by the Administrative Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to Default Rate.

11. Preservation of Patents and Trademarks. Debtor shall have the duty to (a) file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) make application on unpatented but patentable inventions and on trademarks and service marks and (c) preserve and maintain all rights in the Patents and Trademarks, in each case as is commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. Administrative Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Debtor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or Trademarks to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Administrative Agent, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement and any such assignment, transfer or delegation without the prior written consent of the Administrative Agent shall be null and void.

1. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Debtor has executed this Agreement as of December 20, 2011.

RICETEC, INC. ("Debtor")

By 

Name: Tena Bresler

Title: Secretary and Treasurer

Address and Facsimile Number for Notice Purposes:

1925 FM 2917

Alvin, Texas 77511

Attention: Chief Financial Officer

Facsimile No.: (281) 393-3532

SCHEDULE A


United States Patents

App. Ser. No.	Pat. No.	Pub. No.	Title	Filing Date	Issue Date	Status
12251601	none	US20100095392	Rice Hybrid XL745	10/15/2008	None - Pending Application	Non-final Action mailed
11937589	7642435	US20090126035	Rice Hybrid XL729	11/9/2007	1/5/2010	Patented Case
11300923	7301083	US20070143874	Rice Hybrid XL730	12/15/2005	11/27/2007	Patented Case
11292732	7304223	US20070130639	Rice Hybrid XL723	12/2/2005	12/4/2007	Patented Case
11292731	7485784	US20070130638	Rice Hybrid XP316M	12/2/2005	2/3/2009	Patented Case
11292730	7351893	US20070130637	Inbred Rice Line 053001	12/2/2005	4/1/2008	Patented Case
11292729	7351892	US20070130636	Inbred Rice Line 054001	12/2/2005	4/1/2008	Patented Case
11292722	7351891	US20070130635	Inbred Rice Line 053002	12/2/2005	4/1/2008	Patented Case
10724018	6956154	US20050114917	Rice Cultivar R031001	11/26/2003	10/18/2005	Patented Case
10676431	6953881	US20050071902	Rice Hybrid RH103	9/30/2003	10/11/2005	Patented Case
10308883	7005567	US20040107465	Rice Hybrid RH102	12/3/2002	2/28/2006	Patented Case
10233006	6884931	US20040045059	Rice Hybrid RH101	8/30/2002	4/26/2005	Patented Case
09418888	6294717	none	Inbred Rice Lines A0044 and B0044	10/15/1999	9/25/2001	Patented Case
07671273	5208063	none	Milling Process for Controlling Rice Cooking Characteristics	3/18/1991	5/4/1993	Expired
07229817	4999945	none	Route to Hybrid Rice Production	8/8/1988	3/19/1991	Expired
07001227	4764643	none	Route to Hybrid Rice Production	1/6/1987	8/16/1988	Expired

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SCHEDULE B

United States Trademarks

Trademark	Serial No.	Reg. No.	Filing Date	Registration Date	Status
KASMATI	74-523,341	1,982,924	May 4, 1994	Jun. 25, 1996	Registered
	73-747934	1,572,208	Sep. 8, 1988	Dec. 19, 1989	Registered
RICETEC	73-747268	1,570,045	Sep. 8, 1988	Dec. 5, 1989	Registered
CHEF'S ORIGINALS	74-529499	1,970,486	May 25, 1994	Apr. 23, 1996	Registered
FLAVORED BY NATURE	74-657099	1,966,697	Apr. 7, 1995	Apr. 9, 1996	Registered

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