

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>SAN LUIS OBISPO SEEDS INC., d/b/a US AGRISEEDS</td> <td></td> <td>05/17/2013</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>CALIFORNIA HYBRIDS, LLC</td> <td></td> <td>05/17/2013</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> <tr> <td>VOLOAGRI ACQUISITION I, LLC</td> <td></td> <td>05/17/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>VOLOAGRI LIMITED</td> <td></td> <td>05/17/2013</td> <td>an exempted company under the laws of the Cayman Islands: CAYMAN ISLANDS</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	SAN LUIS OBISPO SEEDS INC., d/b/a US AGRISEEDS		05/17/2013	CORPORATION: CALIFORNIA	CALIFORNIA HYBRIDS, LLC		05/17/2013	LIMITED LIABILITY COMPANY: CALIFORNIA	VOLOAGRI ACQUISITION I, LLC		05/17/2013	LIMITED LIABILITY COMPANY: DELAWARE	VOLOAGRI LIMITED		05/17/2013	an exempted company under the laws of the Cayman Islands: CAYMAN ISLANDS	
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CORRESPONDENCE DATA																					
Fax Number: 4155911400 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: (415) 591-1000 Email: tsien@winston.com Correspondent Name: Ted Sien																					

Address Line 1: 101 California Street, Suite 3900  
Address Line 2: Winston & Strawn LLP  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 250121.1 (SAN LUIS OBISPO

NAME OF SUBMITTER: JOHN D. FREDERICKS, ESQ.

Signature: /JOHN D. FREDERICKS, ESQ./

Date: 05/28/2013

**Total Attachments: 8**

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## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement (this "Agreement") dated as of May 17, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, as grantee, and each of the undersigned, as a grantor.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to each grantor, which is SAN LUIS OBISPO SEEDS INC., a California corporation, d/b/a US AGRISEEDS ("US Agriseeds"), CALIFORNIA HYBRIDS, LLC, a California limited liability company ("California Hybrids"), VOLOAGRI ACQUISITION I, LLC, a Delaware limited liability company ("VoloAgri Acquisition"), and VOLOAGRI LIMITED, an exempted company incorporated under the laws of the Cayman Islands ("VoloAgri Limited"), and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and each grantor under this Agreement.

US Agriseeds and VoloAgri Group, Inc., a Delaware corporation and our parent company, have entered into an Amended and Restated Plain English Loan and Security Agreement dated as of the date hereof (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement") and California Hybrids, VoloAgri Acquisition and VoloAgri Limited have entered into a Plain English Continuing Guaranty and Security Agreement dated as of the date hereof (the "Guaranty"). Pursuant to the Loan Agreement and Guaranty, as applicable, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement, Guaranty and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST

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Each of You hereby grant to Us a lien upon and continuing security interest in all of Your respective right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof (but excluding any intent to use trademark applications until such time that a statement of use has been filed and accepted with the applicable trademark office);
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and

⇒ all Proceeds.

Each of You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which each of You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable (but excluding any intent to use trademark applications).

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## **2. LOAN AGREEMENT AND GUARANTY**

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement and the Guaranty, as applicable. All the capitalized terms used herein but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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## **3. OUR RIGHT TO SUE**

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Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement and the Guaranty, as applicable, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce each of Your rights in the Intellectual Property Collateral. If We commence any such suit, each of You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be reasonably necessary or desirable to aid Us in such enforcement. Each of You shall promptly, upon demand, jointly and severally reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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## **4. FURTHER ASSURANCES**

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Each of You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. Each of You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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## **5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, each of You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining any of Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by any of You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to any of You is terminated.

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## **6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon each of You and each of Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or IP Security Agt (US Agriseeds, California Hybrids, LLC, VoloAgri Acquisition I, LLC and VoloAgri Limited

equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, each of You have duly executed this Agreement as of the date first set forth above.

"You"

**SAN LUIS OBISPO SEEDS, INC., d/b/a US AGRISEEDS**

By: 

Name: Larry Humble

Title: CEO

**CALIFORNIA HYBRIDS, LLC**

By VoloAgri Group, Inc., its Manager

By: \_\_\_\_\_

Name: Anthony D. Padgett

Title: Chief Executive Officer

**VOLOAGRI ACQUISITION, LLC**

By VoloAgri Limited, its Manager

By: \_\_\_\_\_

Name: Anthony D. Padgett

Title: Chief Executive Officer

**VOLOAGRI LIMITED**

By: \_\_\_\_\_

Name: Anthony D. Padgett

Title: Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of You have duly executed this Agreement as of the date first set forth above.

"You"

**SAN LUIS OBISPO SEEDS, INC., d/b/a US AGRISEEDS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CALIFORNIA HYBRIDS, LLC**

By VoloAgri Group, Inc.  Manager

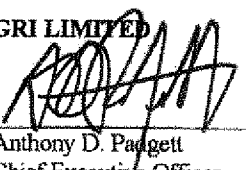
By: \_\_\_\_\_  
Name: Anthony D. Padgett  
Title: Chief Executive Officer

**VOLOAGRI ACQUISITION I, LLC**

By VoloAgri Limited, its Manager 

By: \_\_\_\_\_  
Name: Anthony D. Padgett  
Title: Chief Executive Officer

**VOLOAGRI LIMITED**

By:  \_\_\_\_\_  
Name: Anthony D. Padgett  
Title: Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between SAN LUIS OBISPO SEEDS, INC., d/b/a US AGRISEEDS, CALIFORNIA HYBRIDS, LLC,  
VOLOAGRI ACQUISITION I, LLC AND VOLOAGRI LIMITED, as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**SAN LUIS OBLISPO SEEDS, INC., d/b/a US AGRISEEDS**

None.

**CALIFORNIA HYBRIDS, LLC**

**PATENTS**

Patent Name	Status and Date Issued	Patent Number
Yellow, determinate tomatoes suitable for processing	Issued June 1, 2003	US 6,586,662
Processed tomato products	Issued August 2, 2005	US 6,924,420

**PATENT APPLICATIONS**

None.

**VOLOAGRI ACQUISITION I, LLC**

None.

**VOLOAGRI LIMITED**

None.



**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between SAN LUIS OBISPO SEEDS, INC., d/b/a US AGRISEEDS, CALIFORNIA HYBRIDS, LLC,  
VOLOAGRI ACQUISITION I, LLC AND VOLOAGRI LIMITED, as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**SAN LUIS OBLISPO SEEDS, INC., d/b/a US AGRISEEDS**

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Local Classes</b>	<b>Case Status</b>
US AGRISEEDS	3,198,054	1/16/2007	31	Registered
DEDICATED TO CULTIVATING GLOBAL HEALTH THROUGH VEGETABLE SEED INNOVATION	4,213,798	9/25/2012	31	Registered

**CALIFORNIA HYBRIDS, LLC**

None.

**VOLOAGRI ACUISITION I, LLC**

None.

**VOLOAGRI LIMITED**

None.

**SCHEDULE C**

**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**Between SAN LUIS OBISPO SEEDS, INC., d/b/a US AGRISEEDS, CALIFORNIA HYBRIDS, LLC,**  
**VOLOAGRI ACQUISITION I, LLC AND VOLOAGRI LIMITED, as You (Grantor)**  
**And TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**SAN LUIS OBLISPO SEEDS, INC., d/b/a US AGRISEEDS**

None

**CALIFORNIA HYBRIDS, LLC**

None

**VOLOAGRI ACUISITION I, LLC**

None.

**VOLOAGRI LIMITED**

None