

## 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
VOLOAGRI GROUP, INC.		05/17/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85830129	CALIFORNIA HYBRIDS	
Serial Number:	85803585	GARLEONES	
Serial Number:	85803587	GARLIKINS	
Serial Number:	85803586	GARLLIONS	
Serial Number:	85627807	VOLOAGRI	
Serial Number:	85627808	VOLOAGRI	
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		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	250121.1 (VOLOAGRI)
NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.
Signature:	/JOHN D. FREDERICKS, ESQ./
Date:	05/28/2013
<b>Total Attachments: 6</b> source=VoloAgri_First Amend to IP Sec Agt_05 17 13#page1.tif source=VoloAgri_First Amend to IP Sec Agt_05 17 13#page2.tif source=VoloAgri_First Amend to IP Sec Agt_05 17 13#page3.tif source=VoloAgri_First Amend to IP Sec Agt_05 17 13#page4.tif source=VoloAgri_First Amend to IP Sec Agt_05 17 13#page5.tif source=VoloAgri_First Amend to IP Sec Agt_05 17 13#page6.tif	

## FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated May 17, 2013 by and between TriplePoint Capital LLC, a Delaware limited liability company and VoloAgri Group, Inc., a Delaware corporation (the "Amendment").

### RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the Grantor, which is VOLOAGR GROUP, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and VOLOAGR GROUP, INC.

B. The Parties entered into a Plain English Loan and Security Agreement dated as of August 20, 2012, as amended and restated by the Amended and Restated Loan and Security Agreement dated as of May 17, 2013 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of August 20, 2012 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### AGREEMENT

#### 1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule C** to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

#### 2. MISCELLANEOUS

**Acknowledgment and Confirmation of Security Interest.** You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

**Conditions to Effectiveness.** This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

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**Ratification.** Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

**Complete Agreement.** This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.


**Recitals.** The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

**Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

**No Novation.** Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

**Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above

You: VOLOAGRI GROUP, INC.  
Signature:   
Print Name: Anthony D. Padgett  
Title: Chief Executive Officer

**SUPPLEMENT TO SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between VOLOAGRI GROUP, INC., as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

None.


**SUPPLEMENT TO SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between VOLOAGRI GROUP, INC., as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

United States Patent & Trademark Office

Title	Application No.	Application Date	Local Classes	Status
CALIFORNIA HYBRIDS	85/830129	Jan-23-2013	31	Pending
GARLEONES	85/803585	Dec-14-2012	31	Pending
GARLIKINS	85/803587	Dec-14-2012	31	Pending
GARLLIONS	85/803586	Dec-14-2012	31	Pending
VOLOAGRI	85/627807	May-17-2012	31	Pending
	85/627808	May-17-2012	31	Pending

Foreign Jurisdictions

Title	Country	Official No.	Application Date	Registration Date	Local Classes	Status
VOLOAGRI	Canada	1599377	Oct-23-2012		-	Pending
VOLOAGRI	Madrid Protocol (TM) Countries: China: Pending EU: Pending	1139119	Oct-30-2012	Oct-30-2012	31	Registered
VOLOAGRI	Mexico	1320475	Oct-23-2012		31	Pending
	Canada	1599379	Oct-23-2012		-	Pending
	Lebanon	146621	Nov-14-2012	Nov-26-2012	31, 35	Registered
	Madrid Protocol (TM) Countries: China: Pending EU: Pending	1140456	Oct-30-2012	Oct-30-2012	31	Registered
	Mexico	1320476	Oct-23-2012		31	Pending

**SUPPLEMENT TO SCHEDULE C  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
Between VOLOAGRI GROUP, INC. as You (Grantor)  
And TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

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None.