

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM300413

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Name of Assignor previously recorded on Reel 004859 Frame 0544. Assignor(s) hereby confirms the Security Interest.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CP BIO, INC.		08/08/2012	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CATHAY BANK		
<b>Street Address:</b>	9650 Flair Drive		
<b>City:</b>	El Monte		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91731		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85692806	PHOTOGRO	
<b>Registration Number:</b>	3126856	MEGAGRO	
<b>Registration Number:</b>	3126857	HAPPYGRO	
<b>Registration Number:</b>	3126853	GOLDENGRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3236589644		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	323-852-1000		
<b>Email:</b>	epang@frandzel.com		
<b>Correspondent Name:</b>	Eleane Pang/Jonathan August		
<b>Address Line 1:</b>	6500 Wilshire Boulevard, 17th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90048-4920		
<b>ATTORNEY DOCKET NUMBER:</b>	023000-0001		
<b>NAME OF SUBMITTER:</b>	Eleane Pang/Jonathan August		
<b>SIGNATURE:</b>	/s/ Eleane Pang/Jonathan August		
<b>DATE SIGNED:</b>	04/04/2014		
<b>Total Attachments: 19</b>			

OP \$115.00 85692806

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## 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
DANNY NG		08/08/2012	INDIVIDUAL:
LT BIOSYN, INC.		08/08/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CATHAY BANK		
Street Address:	9650 Flair Drive		
City:	El Monte		
State/Country:	CALIFORNIA		
Postal Code:	91731		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85692806	PHOTOGRO	
Registration Number:	3126856	MEGAGRO	
Registration Number:	3126857	HAPPYGRO	
Registration Number:	3126853	GOLDENGRO	
CORRESPONDENCE DATA			
Fax Number:	3236512577		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	323-658-9752		
Email:	mloates@frandzel.com		
Correspondent Name:	Maggie Loates, Paralegal		
Address Line 1:	6500 Wilshire Blvd., 17th Fl.		
Address Line 2:	Frandzel Robins Bloom & Csato		
Address Line 4:	Los Angeles, CALIFORNIA 90048		
ATTORNEY DOCKET NUMBER:	023000.0001		

OP \$115.00 85692806

NAME OF SUBMITTER:	Patricia Y. Trendacosta, Esq.
Signature:	/patricia trendacosta/
Date:	09/12/2012
<p><b>Total Attachments: 17</b></p> <p>source=CP Bio Security Agreement#page1.tif source=CP Bio Security Agreement#page2.tif source=CP Bio Security Agreement#page3.tif source=CP Bio Security Agreement#page4.tif source=CP Bio Security Agreement#page5.tif source=CP Bio Security Agreement#page6.tif source=CP Bio Security Agreement#page7.tif source=CP Bio Security Agreement#page8.tif source=CP Bio Security Agreement#page9.tif source=CP Bio Security Agreement#page10.tif source=CP Bio Security Agreement#page11.tif source=CP Bio Security Agreement#page12.tif source=CP Bio Security Agreement#page13.tif source=CP Bio Security Agreement#page14.tif source=CP Bio Security Agreement#page15.tif source=CP Bio Security Agreement#page16.tif source=CP Bio Security Agreement#page17.tif</p>	

RECORDING REQUESTED BY:

CATHAY BANK  
Multi-Cultural Corporate Lending  
9650 Flair Drive  
El Monte, California 91731  
Attention: Susanna Chen

**TRADEMARK, PATENT, COPYRIGHT  
AND LICENSE SECURITY AGREEMENT**

THIS TRADEMARK, PATENT, COPYRIGHT AND LICENSE SECURITY AGREEMENT ("Agreement"), dated as of August 8, 2012, is made by CP BIO, INC., a California corporation ("Borrower"), DENNY NG, an individual ("Ng"), LT BIOSYN, INC., a California corporation ("LT Biosyn," and together with Borrower, Ng and LT Biosyn, individually and collectively, "Grantor"), each with their principal place of business at 4802 Murrieta Street, Chino, California 91710, and each in favor of CATHAY BANK, a California banking corporation ("Grantee"), located at 9650 Flair Drive, El Monte, California 91731.

R E C I T A L S:

A. Borrower is indebted to Grantee pursuant to that certain Business Loan Agreement dated August 8, 2012, executed by Borrower, on the one hand, and Grantee, on the other hand (the "Loan Agreement"), evidencing a loan in the original principal amount of \$1,500,000.00.

B. The obligations of Borrower to Grantee are secured, in part, by all of Borrower's right, title and interest in assets as provided under the Loan Agreement.

C. Borrower has agreed, inter alia, to grant Grantee a security interest in certain general intangibles including the Intellectual Property Collateral (hereinafter defined).

D. Ng and LT Biosyn each acknowledge that they have assigned all of their respective interests in the Intellectual Property Collateral to Borrower.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, and each of them, agrees as follows:

1. Defined Terms. The following terms have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Agreement” means this Trademark, Patent, Copyright and License Security Agreement, as the same may from time to time be amended, modified or supplemented.

“Copyrights” means copyrights, registrations and applications therefor and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

“Intellectual Property Collateral” has the meaning assigned to such term in Section 2 of this Agreement.

“Licenses” means license agreements granting each of Grantor any interest in intellectual property and any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to Grantor, and each of them, with respect thereto, including, without limitation, damages and payments for past or future violations or infringements thereof and (iii) rights to sue for past, present and future violations or infringements thereof.

“Patents” means patents registered in the United States or elsewhere, applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now or hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present, or future infringements thereof, and (iv) rights corresponding thereto throughout the world.

“Trademarks” means trademarks (including service marks, trade names, and domain names, whether registered or at common law), registrations and applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement.

2. Grant of Security Interest in Patents. In order to secure the complete and due and punctual payment of all of the obligations of Borrower to Grantee, Grantor, and each of them, hereby grants and conveys to Grantee as collateral security, a continuing security interest in all of Grantor's, and each of them, entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets (all of which being hereinafter referred to as the “Intellectual Property Collateral”):

(i) all Trademarks of Grantor, and each of them, including, without limitation, the Trademarks listed on Schedule A hereto;

(ii) all Copyrights of the Grantor, and each of them, including, without limitation, the Licenses listed on Schedule B hereto;

(iii) all Licenses of Grantor, and each of them, including, without limitation, the Licenses listed on Schedule C hereto; and

(iv) the entire goodwill of each of Grantor's business connected with the use of and symbolized by the Trademarks; and

(v) all Patents of Grantor, and each of them, including, without limitation, the patents listed on Schedule D hereto;

provided, however, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of Grantee with respect to any Intellectual Property Collateral to the extent prohibited by applicable law.

3. Representations and Warranties; New Intellectual Property.

(a) Grantor, and each of them, represents and warrants that each of them has the full right and power to grant the security interests provided for in this Agreement (subject to the exceptions contained herein) in the Trademarks, Patents and Licenses made hereby; that each of them has made no previous assignment, transfer or agreements in conflict herewith or constituting an assignment of, a transfer of or an encumbrance on any of the Trademarks, Copyrights, Patents and Licenses. Grantor, and each of them, further represents and warrants that (i) Schedules A, B, C and D, respectively, list all Trademarks, Copyrights, Licenses, and Patents owned or used by Grantor, and each of them, and which are material to any portion of their businesses or any of Grantor's subsidiaries or affiliates, (ii) the Intellectual Property Collateral does not infringe upon any rights owned or possessed by any entity not a party to this Agreement and, (iii) that each of Grantor has delivered copies of all Licenses owned or used by Grantor, and each of them, or any of Grantor's subsidiaries or affiliates. Grantor, and each of them, further represents that each does not own or utilize any trade secrets in connection with the operation of their respective businesses.

(b) In the event, prior to the time the obligations of Borrower to Grantee have been indefeasibly paid in full, Grantor, and each of them, shall (i) obtain any rights to or interests in any new inventions, whether or not patentable, or trademarks, trade names, domain names, service marks, and applications therefor, or licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or license renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clauses (i) or (ii) shall constitute Intellectual Property Collateral. Grantor, and each of them, shall give to Grantee prompt written notice thereof. Grantor, and each of them, agrees, promptly following the written request by Grantee, to amend this Agreement by amending any or all of Schedules A, B, C and D, as applicable, to include any such future trademarks, trademark registrations, trademark applications, trade names, domain names, service marks, trade secrets, patents, syndication rights, franchises and licenses which would be Intellectual Property Collateral.

4. Rights and Remedies; Application of Monies.

(a) Upon the occurrence and during the continuation of a default of any or all of Borrower's obligations to Grantee, Grantee may, to the fullest extent permitted by applicable law and without advertisement, hearing or process of law of any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral and (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or grant a license or franchise to use any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto. Upon the occurrence and during the continuation of a default of any or all of Grantor's obligations to Grantee, Grantee may (i) sell or assign the Intellectual Property Collateral, or any part thereof, for cash or upon credit as Grantee may deem appropriate or (ii) grant licenses or franchises or both to use the Intellectual Property Collateral on such terms and conditions that Grantee shall determine. In connection therewith, Grantee shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as Grantee may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to any such sale and requirements for any necessary governmental approvals.

(b) Except as provided in this Section 4, Grantor, and each of them, hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by Grantee of any of their rights and remedies hereunder. Grantee shall not be liable to any person for any incorrect or improper payment made pursuant to this Section 4, in the absence of willful misconduct.

(c) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the obligations of Borrower to Grantee, any said obligations remain unpaid or unsatisfied, Borrower shall remain liable for the unpaid and unsatisfied amount of such remaining obligations.

(d) This Agreement is made to provide for and secure repayment of the obligations of Borrower to Grantee.

5. Termination of Security Interest. This Agreement and the security interests created or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that all of the obligations of Borrower to Grantee shall have been fully and indefeasibly paid and satisfied and (b) the date as of which the last of the commitments and related documents and instruments have terminated with respect to the Loan Agreement. After such termination, Grantee (without recourse upon, or any warranty whatsoever by, Grantee), shall execute and deliver to Grantor, and each of them, for filing in each office in which any security agreement, notice or other filing, or any part thereof, shall have been filed, an instrument releasing each of Grantor's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of Grantee granted hereby as Grantor, and each of them, may reasonably request, all without



recourse upon, or warranty whatsoever by, Grantee (except that the same shall be free and clear of any claims, liens or encumbrances created by or in respect of Grantee) and all at the cost and expense of Grantor, and each of them.

6. Use and Protection of Intellectual Property Collateral.

Notwithstanding anything to the contrary contained herein, unless an Event of Default (as defined in the Loan Agreement) has occurred and is continuing, Grantor, and each of them, may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and Grantee shall from time to time execute and deliver, upon written request of Grantor, and each of them, and at each of Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor, and each of them, to enable them to do so.

7. Duties of Grantor. Grantor, and each of them, shall have the duty to

preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a material adverse effect on the ownership, operation or maintenance of their businesses and operations, in a manner substantially consistent with their present practices and shall take all action reasonably requested by Grantee to register, record and/or perfect Grantee's right hereunder.

8. Grantee's Right to Sue. Whenever Borrower shall have defaulted in

any or all of its obligations to Grantee, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Copyrights, Patents and Licenses, and, if Grantee shall commence any such suit, Grantor, and each of them, shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement.

9. No Waiver; Cumulative Remedies. No failure on the part of

Grantee to exercise, and no delay on the part of Grantee in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by Grantee preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to Grantee whether at law, in equity or otherwise.

10. Notices, etc. All notices or other communications hereunder shall

be given to Grantee as follows:

CATHAY BANK  
Multi-Cultural Corporate Lending  
9650 Flair Drive  
El Monte, California 91731  
Attention: Susanna Chen

Notices to Borrower should be addressed to:

CP BIO, INC.  
4802 Murrieta Street  
Chino, California 91710  
Attention: Chieng-Hung Chen, President

Notices to Ng should be addressed to:

DENNY NG  
4802 Murrieta Street  
Chino, California 91710

Notices to LT Biosyn should be addressed to:

LT BIOSYN, INC.  
4802 Murrieta Street  
Chino, California 91710  
Attention: Denny Ng, Chief Executive Officer

11. Expenses of Collection. Grantor, and each of them, hereby agrees to pay all expenses of Grantee, including attorneys' fees, incurred with respect to the collection of any of the Intellectual Property Collateral and the enforcement of the rights of Grantee hereunder which expenses together with interest thereon at the rate provided in the Loan Agreement shall constitute obligations of Borrower to Grantee thereunder and, therefore, secured hereby.

12. Attorney-in-Fact. Grantor, and each of them, hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as each of Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor, and each of them, or otherwise, not inconsistent with the express provisions of this Agreement, as Grantee may deem necessary or advisable to accomplish the purposes hereof, which appointment is an agency coupled with an interest and is irrevocable until payment in full of all obligations of Borrower to Grantee. Grantee agrees that except upon the occurrence and during the continuation of an Event of Default, it will forbear from exercising the power of attorney or any rights granted to Grantee pursuant to this Section 12.

13. Agreement Governing Law; Binding Character; Assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. This Agreement shall be binding upon Grantor, and each of them, and Grantee and their respective successors and assigns and shall inure to the benefit of Grantor, and each of them, and Grantee, and their respective successors and assigns; provided, however, that Grantor, and each of them, may not assign their rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of Grantee. No other person (including, without limitation, any other creditor of Grantor, and each of them) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be

construed so as to confer any right or benefit upon any person other than the parties to this Agreement and each of their respective successors and assigns.


14. Further Indemnification. Grantor, and each of them, agrees to pay, and save Grantee harmless from, any and all liabilities with respect to, or resulting from any delay in paying (other than a delay caused by the willful misconduct of Grantee), any and all excise, sales or other similar taxes which may be payable with respect to the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

15. WAIVER OF RIGHT TO TRIAL BY JURY; JUDICIAL REFERENCE. IN THE EVENT OF JURY TRIAL WAIVER UNENFORCEABILITY, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, IN THE EVENT THAT THE JURY TRIAL WAIVER CONTAINED HEREIN SHALL BE HELD OR DEEMED TO BE UNENFORCEABLE, EACH PARTY HERETO HEREBY EXPRESSLY AGREES TO SUBMIT TO JUDICIAL REFERENCE ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING HEREUNDER FOR WHICH A JURY TRIAL WOULD OTHERWISE BE APPLICABLE OR AVAILABLE. PURSUANT TO SUCH JUDICIAL REFERENCE, THE PARTIES AGREE TO THE APPOINTMENT OF A SINGLE REFEREE AND SHALL USE THEIR BEST EFFORTS TO AGREE ON THE SELECTION OF A REFEREE. IF THE PARTIES ARE UNABLE TO AGREE ON A SINGLE REFEREE, A REFEREE SHALL BE APPOINTED BY THE COURT TO HEAR ANY DISPUTES HEREUNDER IN LIEU OF ANY SUCH JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE APPOINTED REFEREE SHALL HAVE THE POWER TO DECIDE ALL ISSUES IN THE APPLICABLE ACTION OR PROCEEDING, WHETHER OF FACT OR LAW, AND SHALL REPORT A STATEMENT OF DECISION THEREON; PROVIDED, HOWEVER, THAT ANY MATTERS WHICH WOULD NOT OTHERWISE BE THE SUBJECT OF A JURY TRIAL WILL BE UNAFFECTED BY THIS WAIVER AND THE AGREEMENTS CONTAINED HEREIN. THE PARTIES HERETO HEREBY AGREE THAT THE PROVISIONS CONTAINED HEREIN HAVE BEEN FAIRLY NEGOTIATED ON AN ARM'S-LENGTH BASIS, WITH ALL PARTIES AGREEING TO THE SAME KNOWINGLY AND BEING AFFORDED THE OPPORTUNITY TO HAVE THEIR RESPECTIVE LEGAL COUNSEL CONSENT TO THE MATTERS CONTAINED HEREIN. ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER

OF THEIR RIGHT TO TRIAL BY JURY AND THE AGREEMENTS CONTAINED HEREIN REGARDING THE APPLICATION OF JUDICIAL REFERENCE IN THE EVENT OF THE INVALIDITY OF SUCH JURY TRIAL WAIVER.

Grantor, and each of them, have each initialed this Section 15 to further indicate its, his and their awareness and acceptance of each and every provision hereof.

  
Borrower's Initials

  
Ng's Initials

  
LT Biosyn's Initials

16. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

17. Headings. Paragraph and section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.


19. Rider to Trademark, Patent, Copyright and License Security Agreement. Attached hereto, and made a part of this Agreement, is that certain Rider to Trademark, Patent, Copyright and License Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.


**GRANTOR:**

CP BIO, INC.,  
a California corporation

By: 

Name: Chien-Hung Chen

Title: President



DENNY NG, an individual

LT BIOSYN, INC.,  
a California corporation

By: 

Name: DENNY NG

Title: PRESIDENT

SCHEDULE A  
to the  
Trademark, Patent, Copyright  
and License Security Agreement

Trademarks

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
"MEGAGRO"	3126856	August 8, 2006
"HAPPYGRO"	3126857	August 8, 2006
"GOLDENGRO"	3126853	August 8, 2006

2. APPLIED-FOR TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
"PHOTOGRO"	85692806	August 1, 2012

SCHEDULE B  
to the  
Trademark, Patent, Copyright  
and License Security Agreement

Copyrights

1. None.

SCHEDULE C to the  
Trademark, Patent, Copyright  
and License Security Agreement

Licenses

Granted By Third  
Parties In Favor of Grantor

1. None.



SCHEDULE D  
to the  
Trademark, Patent, Copyright  
and License Security Agreement

Patents

1. Patent No. US 8,153,559 B2; Date of Patent: April 10, 2012; "Certain Plant Growth Regulators (PGRS) as Safener to Glyphosate for Application to Glyphosate-Tolerant Crops"; Inventors: Denny Ng and Deri-I Wang; Assignee: CP Bio, Inc.

## RIDER TO TRADEMARK, PATENT, COPYRIGHT AND LICENSE SECURITY AGREEMENT

This Rider to Trademark, Patent, Copyright and License Security Agreement by DENNY NG, an individual ("Ng"), and LT BIOSYN, INC., a California corporation ("LT Biosyn," and together with Ng, individually and collectively, "Non-Borrower"), is attached to and made a part of that certain Trademark, Patent, Copyright and License Security Agreement dated August 8, 2012 ("Agreement"), executed by CP BIO, INC., a California corporation ("Borrower") and Non-Borrower, in favor of CATHAY BANK, a California banking corporation ("Lender"), as security for, without limitation, the obligations of Borrower to Lender pursuant to that certain Promissory Note in the principal sum of \$1,500,000.00 dated August 8, 2012, executed by Borrower in favor of Lender (the "Loan"). Non-Borrower is not liable under the Loan, but Non-Borrower is executing this Agreement at the request of and as an accommodation to Borrower. In consideration for the financial accommodations extended by Lender to or at the request of Borrower, Non-Borrower agrees as follows:

1. At any time, in such manner and from time to time, upon such terms and at such times as it considers best and with or without notice to Non-Borrower, and without affecting Non-Borrower's continuing liability hereunder, Non-Borrower authorizes Lender to (i) change the time or manner of payment of any of the obligations of Borrower under the Loan by renewal, extension, acceleration or otherwise, (ii) alter or change any other provision under the Loan including the rate of interest thereon, (iii) accept partial payment on any of the obligations under the Loan, (iv) accept new or additional instruments, agreements or documents relative to any of the obligations under the Loan, (v) release, substitute or add one or more endorsers, cosigners or guarantors therefor, (vi) amend or modify the terms of the Loan, including the maximum liability thereunder, (vii) obtain collateral for the payment of any obligations under the Loan; (viii) waive, release, exchange, substitute, release or modify, in whole or in part, existing or after-acquired collateral securing payment of the obligations under the Loan on such terms as Lender at its sole discretion shall determine, (ix) subordinate payment of all or any part of the obligations under the Loan to other creditors of Borrower or other persons on such terms as Lender deems appropriate, (x) apply any sums received from Borrower, endorser or cosigner or from the sale or collection of collateral or its proceeds to any indebtedness whatsoever in any order and regardless of whether or not such indebtedness is secured hereby, is secured by collateral or is due and payable, (xi) apply any sums received from Non-Borrower or from the sale of the Property to any, all, or any portion of the obligations under the Loan in any order regardless of whether said obligations are due and payable, and (xii) exercise any right or remedy it may have with respect to any obligations under the Loan or any collateral securing any such obligations, this Agreement or any guaranty, including bidding and purchasing at any sale of any such collateral, and compromising, collecting or otherwise liquidating any collateral or any obligations.

2. Non-Borrower acknowledges that Non-Borrower may have certain rights under applicable law which, if not waived by Non-Borrower, might provide Non-Borrower with defenses against Non-Borrower's liability under this Agreement. Among those rights are certain rights of subrogation, reimbursement, indemnification and contribution, and rights provided in sections 2787 to 2855, inclusive, of the California Civil Code ("CC"). Non-Borrower waives all

of Non-Borrower's rights of subrogation, reimbursement, indemnification, and contribution, and any other rights and defenses that are or may become available to Non-Borrower by reason of any or all of CC §§ 2787 to 2855, inclusive, including, without limitation, Non-Borrower's rights:

(a) To require Lender to notify Non-Borrower of any default by Borrower, provide Non-Borrower with notice of any sale or other disposition of security for the Loan, disclose information with respect to the Loan, Borrower, or any other trustor, co-signer or endorser, or with respect to any collateral;

(b) That Non-Borrower's obligation under this Agreement must be commensurate with that of Borrower;

(c) To be discharged based upon the absence of any liability of Borrower, at any time, by virtue of operation of law, or otherwise, or due to any other disability or defense of Borrower or any other guarantor, endorser or co-signer;

(d) To be discharged if any of the terms, conditions or provisions of the Loan are altered in any respect;

(e) To be discharged upon acceptance by Lender of anything in partial satisfaction of the Loan, and/or if Lender designates the portion of the Loan to be satisfied;

(f) To be discharged upon any modification of the Loan or the release by Lender of Borrower or any other guarantor, endorser or co-signer;

(g) To require Lender to proceed against Borrower, or any other guarantor, endorser, co-signer, or other person, or to pursue or refrain from pursuing any other remedy in Lender's power;

(h) To receive the benefit of or participate in any and all security for repayment and/or performance of the Loan;

(i) To have any security for the Loan first applied to satisfy or discharge the Loan;

(j) That any arbitration award rendered against Borrower not constitute an award against Non-Borrower;

(k) To be discharged based upon any failure by Lender to perfect or continue perfection of any lien, use due diligence to collect all or any portion of the Loan, or if recovery against Borrower becomes barred by any statute of limitations, or if Borrower is not liable for any deficiency after Lender realizes upon any collateral; and

(l) To be discharged due to the release or discharge of any collateral for all or any portion of the Loan or guaranty, or relating to the validity, value or enforceability of any collateral.


Non-Borrower further waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this deed of trust, notices of the existence, creation or incurring of any new or additional obligations, and all other notices and demands of any kind or nature whatsoever except as expressly set forth herein, including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of new or additional obligations or of any action or non-action on the part of Borrower, Lender, any endorser, any creditor of Borrower or Non-Borrower under this or any other instrument, or any other person whatsoever, in connection with any obligation or evidence of indebtedness of Borrower held by Lender as collateral or in connection with any such indebtedness.

3. Non-Borrower, by execution hereof, represents and warrants to Lender that the relationship between Non-Borrower and Borrower is such that Non-Borrower has access to all relevant facts and information concerning the indebtedness under the Loan and Borrower, and each of them, and that Lender can rely upon Non-Borrower having such access. Non-Borrower waives and agrees not to assert any duty on the part of Lender to disclose to Non-Borrower any facts that it may now or hereafter know about Borrower, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Non-Borrower intends to assume or has reason to believe that such facts are unknown to Non-Borrower or has a reasonable opportunity to communicate such facts to Non-Borrower. Non-Borrower is fully responsible for being and keeping informed of the financial condition of Borrower and all circumstances bearing on the risk of non-payment of any indebtedness of Borrower to Lender.

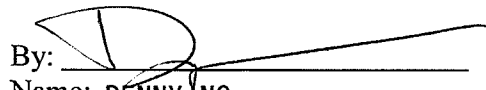
HAVING ACKNOWLEDGED THE FOREGOING RIGHTS AND DEFENSES WHICH NON-BORROWER MAY HAVE AND THE CONSEQUENCES OF WAIVING THE FOREGOING RIGHTS AND DEFENSES, AND GIVING THE FOREGOING AUTHORIZATIONS, NON-BORROWER HEREBY FURTHER WAIVES ALL RIGHTS AND DEFENSES ARISING OUT OF AN ELECTION OF REMEDIES BY LENDER, EVEN THOUGH THAT ELECTION OF REMEDIES, SUCH AS A NON-JUDICIAL FORECLOSURE WITH RESPECT TO SECURITY FOR A GUARANTEED OBLIGATION, HAS DESTROYED NON-BORROWER'S RIGHTS OF SUBROGATION AND REIMBURSEMENT AGAINST THE PRINCIPAL BY THE OPERATION OF LAW OR OTHERWISE.

[Signature page follows.]

**NON-BORROWER:**

  
\_\_\_\_\_  
DENNY NG, an individual

LT BIOSYN, INC.,  
a California corporation

By:   
\_\_\_\_\_  
Name: DENNY NG  
\_\_\_\_\_  
Title: PRESIDENT  
\_\_\_\_\_