

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343772

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
S&W Seed Company		04/02/2015	CORPORATION: NEVADA
Seed Holding, LLC		04/02/2015	LIMITED LIABILITY COMPANY: NEVADA
Stevia California, LLC		04/02/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hudson Bay Fund LP		
<b>Street Address:</b>	777 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86454145	KANDILEAF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506182789		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6502794976		
<b>Email:</b>	karen@canaanlaw.com		
<b>Correspondent Name:</b>	Karen Canaan		
<b>Address Line 1:</b>	PO Box 1860		
<b>Address Line 4:</b>	Los Gatos, CALIFORNIA 95031-1860		
<b>ATTORNEY DOCKET NUMBER:</b>	8000-8000		
<b>NAME OF SUBMITTER:</b>	Karen Canaan		
<b>SIGNATURE:</b>	/Karen Canaan/		
<b>DATE SIGNED:</b>	06/05/2015		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 2, 2015 by and between S&W Seed Company, a Nevada corporation (the "**Company**") and the Subsidiaries of the Company listed on the signature pages hereto as Guarantors (each a "**Guarantor**" and collectively, the "**Guarantors**"; together with the Company, collectively referred to herein as the "**Debtor**") in favor of Hudson Bay Fund LP (the "**Agent**"), in its capacity as collateral agent for the Purchasers of the Company's 8% Senior Secured Convertible Debentures due 35 months years following their issuance, in the original aggregate principal amount of \$27,000,000 (collectively, the "**Debentures**"), their endorsees, transferees and assigns (the Agent and the Purchasers are, collectively, the "**Secured Parties**").

### RECITALS

WHEREAS, pursuant to the Purchase Agreement (as defined in the Debentures), the Secured Parties have severally extended the loans to the Company evidenced by the Debentures; and

WHEREAS, in order to induce the Secured Parties to extend the loans evidenced by the Debentures, the Debtor has executed and delivered to the Secured Parties a Security Agreement dated December 31, 2014 (the "**Security Agreement**") and granted the Secured Parties, pari passu with each other Secured Party and through the Agent, a security interest in certain property of the Debtor to secure the prompt payment, performance and discharge in full of all of the Company's obligations under the Debentures and the Guarantors' obligations under the Guarantee; and

WHEREAS, pursuant to Section 4(n) of the Security Agreement, the Debtor has agreed to execute and deliver to the Secured Parties this Intellectual Property Security Agreement.

NOW, THEREFORE, the Debtor agrees as follows:

### AGREEMENT

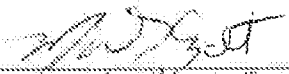
To secure all of the Company's obligations under the Debentures and the Guarantors' obligations under the Guarantee, and subject to the terms and conditions of the Security Agreement, the Debtor grants to the Secured Parties a security interest in all of Debtor's right, title and interest in, its Intellectual Property (as defined in the Security Agreement), including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto. This Intellectual Property Security 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.

Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations described in this Intellectual Property Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder of such obligations are subject to the provisions of the Intercreditor Agreement dated as of December 31, 2014, by and among the Agent, Wells Fargo Bank, National Association and Pioneer Hi-Bred International, Inc., as such agreement is amended, restated or otherwise modified from time to time (the "**Intercreditor Agreement**"). In the event of any conflict between the terms of the Intercreditor Agreement and this Intellectual Property Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

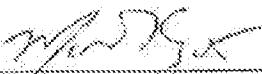
[SIGNATURE PAGE FOLLOWS]

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.

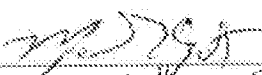
**S&W SEED COMPANY**

By:   
Name: Matthew Szost  
Title: CFO

**SEED HOLDING, LLC**

By:   
Name: Matthew Szost  
Title: CFO

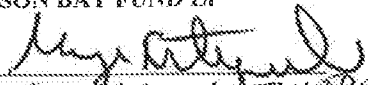
**STEVIA CALIFORNIA, LLC**

By:   
Name: Matthew Szost  
Title: CFO

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**ACCEPTED AND AGREED:**

**HUDSON BAY FUND LP**

By:   
Name: GEORGE ANTONOPOULOS  
Title: AUTHORIZED SIGNATORY

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

If None, check this box:

PATENT DOCUMENT TITLE	APPLICATION NUMBER (USSN) PATENT NUMBER (USPN)	FILING DATE ISSUE DATE
ALFALFA VARIETY 53V52	USSN 11/533,383 USPN 7,652,195 (Issued Utility Patent)	FILED 09/20/2006 ISSUED 01/26/2010
ALFALFA VARIETY 05N16PY	USSN 13/252,674 USPN 8,461,420 (Issued Utility Patent)	FILED 10/04/2011 ISSUED 06/11/2013
ALFALFA VARIETY 06N02PX	USSN 13/252,692 USPN 8,471,103 (Issued Utility Patent)	FILED 10/04/2011 ISSUED 06/25/2013
ALFALFA VARIETY 07W01CZ	USSN 13/252,706 USPN 8,466,343 (Issued Utility Patent)	FILED 10/04/2011 ISSUED 06/18/2013
ALFALFA VARIETY 55Q27	USSN 13/413,254 USPN 8,802,930 (Issued Utility Patent)	FILED 03/06/2012 ISSUED 08/12/2014
ALFALFA VARIETY 09N12CY	USSN 13/413,267 USPN 8,822,760 (Issued Utility Patent)	FILED 03/06/2012 ISSUED 09/02/2014
ALFALFA VARIETY 09W08PY	USSN 13/953,807 USPN 8,957,283 (Issued Utility Patent)	FILED 07/30/2013 ISSUED 02/17/2015
ALFALFA VARIETY 10XXP11	USSN 62/095,258 (Provisional Utility Patent Application)	FILED 12/22/2014
ALFALFA VARIETY 54Q14	USSN 62/095,279 (Provisional Utility Patent Application)	FILED 12/22/2014
ALFALFA VARIETY 12XXP13	USSN 62/095,286 (Provisional Utility Patent Application)	FILED 12/22/2014
STEVIA PLANT NAMED SW 107	USSN 14/544,136 (Non-Provisional Plant Patent Application)	Filed 11/30/2014
STEVIA PLANT NAMED SW 201	USSN 14/544,200 (Non-Provisional Plant Patent Application)	Filed 12/08/2014

SCHEDULE C

Trademarks

If None, check this box:

Description	Serial / Registration Number	Application / Registration Date
<b>KANDILEAF</b> U.S. Trademark Application for natural stevia plants and flowers; fresh or dried stevia leaves; stevia seeds; stevia extracts; stevia derivatives, in International Class 031.	86/454,345	11/13/2014