

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Star Seed, Inc.		12/21/2018	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	8850 Boedeker Street, 4th Floor		
Internal Address:	ATTN: Jeff Darnell		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4921254	GREEN AND ALWAYS GROWING	
Registration Number:	5078629	N-JECTION	
Registration Number:	5023340	BEENIFICIAL	
Registration Number:	5078630	HONEY-SEED	
Registration Number:	4989591	NEMATA-SEED	
Registration Number:	5078632	GARDEN-PLOW	
Registration Number:	4989592	MOTHER'S EARTH COVER	
Registration Number:	4989593	COVERMASTER	
Registration Number:	3091736	BIRD & BUCK	
Registration Number:	2799375	NATURE'S COVER	
Registration Number:	2680573	A-100	
Registration Number:	1813265	STAR	
Registration Number:	1886346	STAR SEED	
Registration Number:	1886347	STAR	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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>			

OP \$365.00 4921254

Phone: 2109787487
Email: venisa.dark@haynesboone.com
Correspondent Name: Venisa Dark, Haynes and Boone LLP
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER: 7898.218_MonierN

NAME OF SUBMITTER: Venisa Dark

SIGNATURE: /Venisa Dark/

DATE SIGNED: 01/10/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), dated as of December 21, 2018, is made, immediately upon consummation of the Acquisition, by Star Seed, Inc., a Kansas corporation ("**Grantor**"), in favor of Comerica Bank ("**Secured Party**").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith, by and among Grantor, Star Seed Investment, Inc., a Delaware corporation ("**Investment**"), and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), Secured Party has agreed to extend certain loans from time to time to or for the direct or indirect benefit of Grantor and Investment; and

WHEREAS, the Grantor is party to that certain Security Agreement dated as of even date herewith, among Secured Party, Investment and Grantor (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

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

1. **Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. **Grant of Security Interest in Intellectual Property Collateral.** Grantor (or if more than one Grantor signs this Agreement, each Grantor) hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the "**Security Interest**") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Intellectual Property Collateral**"):

- (a) all of Grantor's patents, patent applications, and patent licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor's trademarks and trademark licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor's copyrights and copyright licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property Collateral covered by this Agreement; and
- (e) all proceeds of the foregoing, including all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including, but not limited to, stock splits, stock rights, voting and preferential rights), products, and all cash and non-cash proceeds of or pertaining to the above, including, without limit, insurance and condemnation proceeds, and cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Grantor.

3. **Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Grantor, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. **Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

STAR SEED, INC.

By: *Michael L. Crow*
Name: Michael L. Crow
Title: Assistant Secretary

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(PART A)

PATENTS


None

(PART B)

Trademarks

Attached

Registration	Mark	Status	App No	Reg No
		Not Renewed/Defunct	Filing Date	Reg Date
United States	GREEN AND ALWAYS GROWING	Registered	App 86551975 App 03-MAR-2015	Reg 4921254 Reg 22-MAR-2016
United States	N-INJECTION	Registered	App 86521133 App 02-FEB-2015	Reg 5078629 Reg 08-NOV-2016
United States	BEENEFICIAL	Registered	App 86521163 App 02-FEB-2015	Reg 5023340 Reg 16-AUG-2016
United States	HONEY-SEED	Registered	App 86521186 App 02-FEB-2015	Reg 5078630 Reg 08-NOV-2016
United States	NEMATA-SEED	Registered	App 86521405 App 02-FEB-2015	Reg 4989591 Reg 28-JUN-2016
United States	GARDEN-PLOW	Registered	App 86521449 App 02-FEB-2015	Reg 5078632 Reg 08-NOV-2016
United States	MOTHER'S EARTH COVER	Registered	App 86521517 App 02-FEB-2015	Reg 4989592 Reg 28-JUN-2016
United States	COVERMASTER	Registered	App 86521591 App 02-FEB-2015	Reg 4989593 Reg 28-JUN-2016
United States	BIRD & BUCK	Renewed (Registered) Supplemental Register	App 78570858 App 18-FEB-2005	Reg 3091736 Reg 09-MAY-2006
United States	NATURE'S COVER	Renewed (Registered)	App 78161596 App 06-SEP-2002	Reg 2799375 Reg 23-DEC-2003
United States	A-100	Renewed (Registered)	App 76381708 App 13-MAR-2002	Reg 2680573 Reg 28-JAN-2003
United States	STAR (stylized)	Renewed (Registered)	App 74295499 App 20-JUL-1992	Reg 1813265 Reg 28-DEC-1993

Jurisdiction	Mark	Status	App No	Reg No
		Not Renewal Pending	Filing Date	Reg. Date
				
United States	STAR SEED	Renewed (Registered)	App 74295553 App 20-JUL-1992	Reg 1886346 Reg 28-MAR-1995
United States	STAR	Renewed (Registered)	App 74295554 App 20-JUL-1992	Reg 1886347 Reg 28-MAR-1995
Kansas	STAR SEED (with star design in the letter A)	Renewed (Registered) (KS)	App 08-MAY-1989	Reg 11354
Kansas	STAR SEED (and star design in the letter A)	Renewed (Registered) (KS)	App 08-MAY-1989	Reg 11352

(PART C)
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None