

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VoloAgri Group, Inc.		12/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ocean II PLO LLC		
Street Address:	400 Oyster Point Boulevard, Suite 229		
City:	South San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4485809	VOLOAGRI	
Registration Number:	4485810	VOLOAGRI	
Registration Number:	5036770	GARLIKINS	
Registration Number:	5203149	NEW WORLD SEEDS	
Registration Number:	4385751	CALIFORNIA HYBRIDS	
Registration Number:	5786404	CALIFORNIA HYBRIDS	
Registration Number:	4213798	DEDICATED TO CULTIVATING GLOBAL HEALTH T	
Registration Number:	3198054	US AGRISEEDS	
Registration Number:	5203150	NEW WORLD SEEDS	
Registration Number:	5774762		
Serial Number:	97113375	US AGRISEEDS	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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>			
Phone:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		

CH \$290.00 4485809

ATTORNEY DOCKET NUMBER:	67514-214731
NAME OF SUBMITTER:	Brendan M. Bement
SIGNATURE:	/brendan m. bement/
DATE SIGNED:	01/03/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is entered into as of December 28, 2021 by and between **OCEAN II PLO LLC**, a California limited liability company, with an office at 400 Oyster Point Boulevard, Suite 229, South San Francisco, CA 94080 in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, "Agent") and **VOLOAGRI GROUP, INC.**, a Delaware corporation, with its principal place of business located at 41970 East Main Street, Woodland, CA 95776 ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Lenders and Grantor, dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to the Lenders, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (excluding any “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law), including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

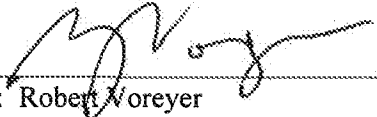
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California, or any other jurisdiction).

[Remainder of the page intentionally left blank. Signature page to follow.]

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.

GRANTOR:

VOLOAGRI GROUP, INC., a Delaware corporation

By: 
Name: Robert Voreyer
Title: Chief Financial Officer

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: Structural Capital Management Company II, LP, a Delaware limited partnership
its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company
its General Partner

By: _____
Name: _____
Title: _____

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.

GRANTOR:

VOLOAGRI GROUP, INC., a Delaware corporation

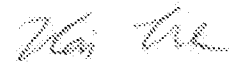
By: _____
Name: Robert Voreyer
Title: Chief Financial Officer

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: Structural Capital Management Company II, LP, a Delaware limited partnership
its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company
its General Partner


By: _____
Name: Kai Tse
Title: Managing Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007548 FRAME: 0155

EXHIBIT A

COPYRIGHTS

1. REGISTERED COPYRIGHTS

- None.

2. COPYRIGHT APPLICATIONS

- None.

3. COPYRIGHT LICENSES

- None.

EXHIBIT B

PATENTS

1. REGISTERED PATENTS

Owner	Country	Patent / App. No	Issue or File Date	Title
VoloAgri Group, Inc.	USA	7,937,889	05/10/2011	Green Garlic and Methods of Production
VoloAgri Group, Inc.	USA	8,350,126	01/08/2013	Green Garlic and Methods of Production
VoloAgri Group, Inc.	USA	6,586,662	7/1/2003	Yellow Determinate Tomatoes Suitable for Processing
VoloAgri Group, Inc.	USA	6,924,420	8/2/2005	Processed Tomato Products

2. PATENT APPLICATIONS

Owner	Country	Patent / App. No	Issue or File Date	Title
VoloAgri Group, Inc.	USA	63163657 (provisional)	19-MAR-2021	Melon Varieties
VoloAgri Group, Inc.	USA	63163565 (provisional)	19-MAR-2021	Watermelon Varieties
VoloAgri Group, Inc.	USA	63163666 (provisional)	19-MAR-2021	Cucumber Varieties
VoloAgri Group, Inc.	USA	63163553 (provisional)	19-MAR-2021	Pepper Varieties
VoloAgri Group, Inc.	USA	63169620 (provisional)	19-MAR-2021	Tomato Varieties

VoloAgri Group, Inc.	USA	63184056 (provisional)	04-MAY-2021	Hybrid Varieties	Tomato
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3. PATENT LICENSES

- None.


EXHIBIT C
TRADEMARKS

1. TRADEMARK REGISTRATIONS

<u>Mark/Serial Number/Registration Number/Registered Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
VOLOAGRI Serial No: 85/627,807 Reg. No: 4,485,809 VoloAgri Group, Inc.	United States of America	Class 31: Agricultural seeds	Registered App Date: 05/17/2012 Reg Date: 02/18/2014 Renewal Due: 02/18/2024
VOLOAGRI (STYLIZED) Serial No: 85/627,808 Reg. No: 4,485,810 VoloAgri Group, Inc. 	United States of America	Class 31: Agricultural seeds	Registered App Date: 05/17/2012 Reg Date: 02/18/2014 Renewal Due: 02/18/2024
GARLIKINS Serial No: 85/803,587 Reg. No: 5,036,770 VoloAgri Group, Inc.	United States of America	Class 31: Raw vegetables; raw garlic; raw garlic that looks like a scallion	Registered App Date: 12/14/2012 Reg Date: 09/06/2016 Section 8 & 15 Due: 09/06/2022
NEW WORLD SEEDS Serial No: 87/018,432 Reg. No: 5,203,149 VoloAgri Group, Inc.	United States of America	Class 31: Vegetable seeds	Registered App Date: 04/28/2016 Reg Date: 05/16/2017 Section 8 & 15 Due: 05/16/2023
CALIFORNIA HYBRIDS Serial No: 85/830,129 Reg. No: 4,385,751 VoloAgri Group, Inc.	United States of America	Class 31: Vegetable seeds for planting; vegetable seeds, namely, tomato and pepper seeds	Registered App Date: 01/23/2013 Reg Date: 08/13/2013 Renewal Due: 08/13/2023
CALIFORNIA HYBRIDS Serial No: 88/178,531 Reg. No: 5,786,404 VoloAgri Group, Inc.	United States of America	Class 31: Agricultural seeds; crop seeds; vegetable seeds	Registered App Date: 11/01/2018 Reg Date: 06/25/2019 Section 8 & 15 Due: 06/25/2025
DEDICATED TO CULTIVATING GLOBAL HEALTH THROUGH VEGETABLE SEED INNOVATION Serial No: 85/548,943 Reg. No: 4,213,798 VoloAgri Group, Inc.	United States of America	Class 31: Agricultural seeds; Crop seeds; Vegetable seeds for planting	Registered App Date: 02/21/2012 Reg Date: 09/25/2012 Renewal Due: 09/25/2022

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
US AGRISEEDS Serial No: 78/507,660 Reg. No: 3,198,054 VoloAgri Group, Inc.	United States of America	Class 31: Agricultural seeds; crop seeds; vegetable seeds	Registered App Date: 10/28/2004 Reg Date: 01/16/2007 Renewal Due: 01/16/2027
NEW WORLD SEEDS (STYLIZED) Serial No: 87/018,435 Reg. No: 5,203,150 VoloAgri Group, Inc. 	United States of America	Class 31: Vegetables seeds	Registered App Date: 04/28/2016 Reg Date: 05/16/2017 Section 8 & 15 Due: 05/16/2023
SEED LOGO Serial No: 88/178,541 Reg. No: 5,774,762 VoloAgri Group, Inc. 	United States of America	Class 31: Agricultural seeds; crop seeds; vegetable seeds	Registered App Date: 11/01/2018 Reg Date: 06/11/2019 Section 8 & 15 Due: 06/11/2025

2. TRADEMARK APPLICATIONS

<u>Mark/Serial Number/Registration Number/Listed Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
US AGRISEEDS & SEED DESIGN Serial No: 97/113,375 Reg. No: VoloAgri Group, Inc. 	United States of America	Class 31: Agricultural seeds; crop seeds; vegetable seeds; fruit seeds	Filed App Date: 11/08/2021 Reg Date: Examination pending

3. TRADEMARK LICENSES.

None.

EXHIBIT D
MASK WORKS

None.