

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S&W Seed Company		03/22/2023	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5062383	KANDI LEAF	
Registration Number:	5221338	CALIFORNIA QUALITY ALFALFA SEED	
Registration Number:	5221339	ALFALFA SEED ORIGIN CALIFORNIA	
Registration Number:	5489487	RUGGED RANCHER ALFALFA SEED	
Registration Number:	2653396	SORGHUM PARTNERS	
Registration Number:	3082785	SORGHUM PARTNERS	
Registration Number:	3837689		
Registration Number:	6137900	ALFALFA PARTNERS	
Registration Number:	6137901	ALFALFA PARTNERS	
Registration Number:	6336318	SUNFLOWER PARTNERS	
Registration Number:	6412337	SUNFLOWER PARTNERS	
Registration Number:	6761291	DT	
Serial Number:	90106858	DF	
Serial Number:	90475119	IQA	
Serial Number:	90349674	S&W SEED GENETICS	
Serial Number:	97709961	PF	
Serial Number:	97709933	PRUSSIC ACID FREE	
Registration Number:	4706608	DON'T SETTLE FOR LESS	

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CORRESPONDENCE DATA**Fax Number:** 3146673633*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.***Phone:** 314-552-6077**Email:** ipdocket@thompsoncoburn.com**Correspondent Name:** Shoko Naruo**Address Line 1:** Thompson Coburn LLP**Address Line 2:** One US Bank Plaza**Address Line 4:** St. Louis, MISSOURI 63101**ATTORNEY DOCKET NUMBER:** 974861-192725**NAME OF SUBMITTER:** Shoko Naruo**SIGNATURE:** /Shoko Naruo/**DATE SIGNED:** 03/23/2023**Total Attachments: 20**

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is executed and delivered as of March 22, 2023, by S&W Seed Company, a Nevada corporation (“S&W Seed”), (“S&W Seed”; together with any other party hereafter joined as a borrower hereunder, each individually a “Borrower” and collectively referred to as “Borrowers”) to CIBC BANK USA (in its individual capacity, “CIBC US”), as administrative agent (“Administrative Agent”), for the benefit of the “Lenders” (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, prior hereto, Lenders provided certain extensions of credit, loans and other financial accommodations to Borrowers, Seed Holding, LLC, a Nevada limited liability company (“Seed Holding”), and Stevia California, LLC, a California limited liability company (“Stevia CA”) evidenced by, among other documents, (i) that certain Loan and Security Agreement dated as of December 26, 2019, by and among Borrowers, Seed Holding, Stevia CA, the other Loan Parties thereto, the financial institutions that are or may from time to time become parties thereto (together with their respective successors and assigns, the “Lenders”) and Administrative Agent (as amended or restated prior hereto, the “Existing Loan Agreement”), and (ii) any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the Existing Loan Agreement, including, but not limited to that certain Intellectual Property Security Agreement dated as of December 26, 2019, executed and delivered by Borrowers, Seed Holding and Stevia CA to Administrative Agent (as amended or restated prior to the date hereof, the “Existing IPSA”);

WHEREAS, contemporaneously herewith, Borrowers desire Administrative Agent and Lenders, as hereinafter defined, to, among other things, amend and restate the Existing Loan Agreement, increase the revolving credit facilities available to Borrowers and provide certain other extensions of credit, loans or other financial accommodations to Borrowers (collectively, the “Financial Accommodations”) as evidenced by, among other documents, (i) that certain Amended and Restated Loan and Security Agreement of even date herewith by and among Borrowers, the other Loan Parties thereto, the financial institutions that are or may from time to time become parties thereto (together with their respective successors and assigns, the “Lenders”) and Administrative Agent (as amended or restated from time to time, the “Loan Agreement”), and (ii) any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the Loan Agreement (the “Other Documents”) (the Other Documents, together with the Loan Agreement are collectively, the “Loan Documents”);

WHEREAS, pursuant to the Existing Loan Agreement, Borrowers granted to Administrative Agent a security interest and lien in and to all of Borrowers’ assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Administrative Agent and Lenders are willing to provide the Financial Accommodations to Borrowers, but solely on the terms and subject to the conditions set forth in the Loan Agreement and this Agreement (which is an amendment and restatement of the Existing IPSA) and the other documents, instruments and agreements executed and delivered pursuant to the Loan Agreement or referenced herein.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Administrative Agent set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers covenant unto and agree with Administrative Agent as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.
2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, each Borrower hereby reaffirms the grant the security interest granted within the Existing IPSA (which continues under this Agreement) and hereby grants and conveys to Administrative Agent, for the benefit of the Lenders, a security interest and lien in and to all of such Borrower’s right, title and interest in

and to all of its now owned or existing and hereafter acquired or arising (collectively, the “Intellectual Property Collateral”):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit “A”, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the “Trademarks”);

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit “B”, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the “Patents”);

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit “C”, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the “Copyrights”);

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit “D”, and the right to prepare for sale, sell and advertise for sale all “Inventory” as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively, the “Licenses”); and

E. the goodwill of such Borrower’s business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrowers acknowledge and agree that upon the occurrence of an Event of Default, and upon written notice to Borrowers, the Intellectual Property Collateral shall be immediately conveyed to Administrative Agent without any further action by any party, and Administrative Agent shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Administrative Agent all agreements, instruments, documents and other written matter that Administrative Agent may request, in form and substance acceptable to Administrative Agent, to perfect and maintain perfected Administrative Agent’s security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. Restrictions on Future Agreements.

A. Borrowers agree that until the Obligations shall have been paid and satisfied in full and the Loan Documents have been terminated, Borrowers will not, without Administrative Agent’s prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrowers’ obligations under this Agreement. Borrowers further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Administrative Agent under this Agreement.

B. Each Borrower hereby represents and warrants to Administrative Agent that such Borrower has not granted any license or security interest to any Person other than Administrative Agent in connection with any of the Intellectual Property Collateral. Each Borrower hereby covenants unto Administrative Agent that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Borrower shall not grant any license or security interest to any third party in connection with the Intellectual Property Collateral without Administrative Agent’s prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the material trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by such Borrower. If, prior to payment of the Obligations in full, such Borrower shall (i) obtain rights to any new material trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any material trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and such Borrower shall provide Administrative Agent with prompt notice thereof, which in any event shall be within ten (10) days. Borrowers hereby authorize Administrative Agent to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future material trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Borrower hereby agrees that the use by Administrative Agent of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Administrative Agent to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Administrative Agent of the Obligations in full and the termination of the Loan Documents.

6. **Administrative Agent's Right to Inspect.** Administrative Agent shall have the right to inspect Borrowers' premises and to examine Borrowers' books, records and operations, including, without limitation, Borrowers' quality control processes with reasonable prior written notice to Borrowers. Upon an Event of Default, Borrowers agree that Administrative Agent shall have the right to establish such additional product quality controls as Administrative Agent, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Each Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Administrative Agent's prior written consent.

7. **Nature and Termination of Administrative Agent's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Administrative Agent any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrowers.** Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any Intellectual Property Collateral, without the consent of Administrative Agent.

9. **Administrative Agent's Right to Sue.** Upon an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Administrative Agent shall commence any such suit, Borrowers shall, at the request of Administrative Agent, do any and all acts and execute any and all instruments, documents and agreements required by Administrative Agent to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Administrative Agent's failure at any time or times hereafter to require strict performance by Borrowers of any provision of this Agreement shall not waive, affect or diminish any right of Lenders thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lenders of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or

subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Agreement and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lenders unless such suspension or waiver is in writing signed by officers of Administrative Agent and the Required Lenders and directed to Borrowers specifying such suspension or waiver.

11. **Severability**. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification**. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement**. All of Administrative Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent as such Borrower's true and lawful attorney-in-fact, with power, exercisable solely upon an Event of Default and commencement by Administrative Agent of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Administrative Agent decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Administrative Agent may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Administrative Agent and all Lenders for any infringement claims or other similar claims filed or asserted against Administrative Agent or any of the Lenders from the use of any of the Intellectual Property Collateral. Borrowers hereby ratify all actions that attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Borrowers or any Borrower and Administrative Agent have been terminated. Borrowers acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or any of the Lenders under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits**. This Agreement shall be binding upon Borrowers and their respective successors and assigns, and shall inure to the benefit of Administrative Agent, its nominees, successors and assigns.

15. **Notice**. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law**. This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Joint and Several**. All references to "Borrowers" and "Borrower" shall mean S&W Seed together with any other party hereafter joined as a borrower under the Loan Agreement, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of S&W Seed, and any other party hereafter joined as a borrower under the Loan Agreement.

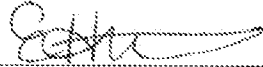
18. **Amendment and Restatement**. This Agreement amends and restates the Existing IPSA and replaces the Existing IPSA in all respects. Nothing contained herein shall constitute a novation of the Existing IPSA or any of the obligations of the Borrowers or the other Loan Parties thereunder. Notwithstanding the amendment and restatement of the Existing IPSA by this Agreement, all of the indebtedness, liabilities and obligations owing

by Borrowers under the Existing Loan Agreement shall continue to be secured by the “Intellectual Property Collateral” (as defined in the Existing IPSA) and each Borrower and each other Loan Party acknowledges and agrees that the “Intellectual Property Collateral” (as defined in the Existing IPSA) remains subject to a security interest in favor of Administrative Agent, on behalf of the Lenders, to secure the Obligations of Borrowers as re-evidenced and otherwise provided by this Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

S&W Seed Company,
a Nevada corporation

By 
Betsy Horton, Chief Financial Officer

ACCEPTANCE

The undersigned, CIBC Bank USA, as Administrative Agent, accepts the foregoing collateral assignment of Intellectual Property.

CIBC BANK USA, as Administrative Agent

By: _____
Jennifer Kempton, Managing Director

IN WITNESS WHEREOF, each Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

S&W Seed Company,
a Nevada corporation

By _____
Betsy Horton, Chief Financial Officer

ACCEPTANCE

The undersigned, CIBC Bank USA, as Administrative Agent, accepts the foregoing collateral assignment of Intellectual Property.

CIBC BANK USA, as Administrative Agent

By: 
Jennifer Kempton, Managing Director

EXHIBIT A

Trademarks and Trademark Registrations

See attached.

**S&W SEED COMPANY
TRADEMARK PORTFOLIO**

MARCH 17, 2023

REF. NO.	COUNTRY	MARK & DESCRIPTION OF GOODS (with international class IC)	APPLICATION & REGISTRATION NUMBERS	FILING & REGISTRATION DATES
8000-4001US.02	US	KANDI LEAF (Word & Design) Natural stevia plants and flowers; fresh or dried stevia leaves; stevia seeds; stevia extracts; stevia derivatives, in IC 031.	APP NO. 86818863 REG NO. 5062383	FILED 11/13/2015 REGISTERED 10/18/2016
8000-4004US	US	CALIFORNIA QUALITY ALFALFA SEED (Word & Design) Agricultural seeds sold in bags or pouches; alfalfa plant seeds sold in bags or pouches, in IC 31.	APP NO. 87070030 REG NO. 5221338	FILED 06/13/2016 REGISTERED 06/13/2017
8000-4005US	US	ALFALFA SEED ORIGIN CALIFORNIA (Word & Design) Agricultural seeds sold in bags or pouches; alfalfa plant seeds sold in bags or pouches, in IC 31.	APP NO. 87070050 REG NO. 5221339	FILED 06/13/2016 REGISTERED 06/13/2017
8000-4006US	US	RUGGED RANGER ALFALFA SEED (Word & Design) Agricultural seeds sold in bags or pouches; alfalfa plant seeds sold in bags or pouches, in IC 31.	APP NO. 87407286 REG NO. 5489487	FILED 04/11/2017 REGISTERED 06-12-2018
8000-4015US.01	US	SORGHUM PARTNERS (Word) Agricultural seed products, namely, sorghum, in IC 31.	APP NO. 76157622 REG NO. 2653396	FILED 12-02-2000 REGISTERED 11-26-2002
8000-4015US.02	US	SORGHUM PARTNERS (Word & Design) Agricultural seed products, namely, sorghum, in IC 31.	APP NO. 78625743 REG NO. 3082785	FILED 05-09-2005 REGISTERED 04-18-2006
8000-4015US.03	US	SORGHUM GRAIN LOGO (Design) Agricultural seed products, namely, sorghum, in IC 31.	APP NO. 77917870 REG NO. 3837689	FILED 01-22-2010 REGISTERED 08-24-2010
8000-4015TX.01	US State of Texas TX	SORGHUM PARTNERS (Word) Agricultural seed products, namely, sorghum, in IC 31.	TRADEMARK NO. 6027017	TRADEMARK DATE 04-18-2001
8000-4015AU.01	Australia AU	SORGHUM PARTNERS (Word) Agricultural seeds; agricultural seeds for growing crops for use for feedstock and biofuels, namely, sorghum and pearl millet; and crop seeds, in IC 31.	APP NO. 1771667 REG NO. 1771667	FILED 05-19-2016 REGISTERED 02-10-2017
8000-4015AU.02	Australia AU	SORGHUM PARTNERS (Word & Design) Agricultural seeds; agricultural seeds for growing crops for use for feedstock and biofuels, namely, sorghum and pearl millet; and crop seeds, in IC 31.	APP NO. 1771670 REG NO. 1771670	FILED 05-19-2016 REGISTERED 02-10-2017
8000-	Pakistan	SORGHUM PARTNERS	APP NO. 398750	FILED 10-05-2015

REF. No.	COUNTRY	MARK & DESCRIPTION OF GOODS (with international class IC)	APPLICATION & REGISTRATION NUMBERS	FILING & REGISTRATION DATES
4015PK.01	PK	(Word) Agricultural seed products, namely, sorghum, in IC 31.	REG NO. 398750	REGISTERED 08-29-2019
8000-4015PK.02	Pakistan PK	SORGHUM PARTNERS (Word & Design) Agricultural seed products, namely, sorghum, in IC 31.	APP NO. 398751 REG NO. 398751	FILED 10-05-2015 REGISTERED 06-19-2019
8000-4015MX.01	Mexico MX	SORGHUM PARTNERS (Word) Sorghum seed, excluding, beverages for company animals, edible and masticable objects for animals, products for animal beds, products for breeding, fruits and vegetables, legumes, live animals, natural plants and flowers, malt and other grains and agricultural products, horticultural and forest products included IC 31.	APP NO. 2417360 REG NO. 2291277	FILED 09-07-2020 REGISTERED 08-25-2021
8000-4015MX.02	Mexico MX	SORGHUM PARTNERS (Word & Design) Sorghum seed, excluding, beverages for company animals, edible and masticable objects for animals, products for animal beds, products for breeding, fruits and vegetables, legumes, live animals, natural plants and flowers, malt and other grains and agricultural products, horticultural and forest products included IC 31.	APP NO. 1726042 REG NO. 1648064	FILED 03-15-2016 REGISTERED 06-20-2016
	Mexico MX	SORGHUM PARTNERS (WORD MARK) (MEXICO) Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO.0119851569109 PENDING MX MARK	FILED 01-20-2015
8000-4015BR.01	Brazil BR	SORGHUM PARTNERS (Word) Agricultural seed products, namely, sorghum, in IC 31.	APP NO. 918882184 APP NO 918882184	FILED 12-16-2019 10-20-2020
8000-4015BR.02	Brazil BR	SORGHUM PARTNERS (Word & Design) Agricultural seed products, namely, sorghum, in IC 31.	APP NO. 918882273 REG NO. 918882273	FILED 12-16-2019 REGISTERED 10-20-2020
8000-4015UY.02	Uruguay UY	SORGHUM PARTNERS (Word & Design) Agricultural seed products, namely, sorghum, in IC 31.	APP NO. 483522 REG NO. 483522	FILED 05-03-2017 REGISTERED 05-19-2019
8000-4015AR.02	Argentina AR	SORGHUM PARTNERS (Word & Design) Agricultural seed products, namely, sorghum, in IC 31.	APP NO. 3598227 REG NO. 2955464	FILED 04-25-2017 REGISTERED 09-13-2018
8000-4007US.01	US	ALFALFA PARTNERS (Word) Seeds for agricultural purposes; Seeds for horticultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Crop seeds; Plant seeds; Sowing seeds; Unprocessed seeds for agricultural use, in IC 31.	APP NO. 88624203 REG. NO. 6137900	FILED 09-19-2019 REGISTERED 08-25-2020
8000-	US	ALFALFA PARTNERS	APP NO. 88624204	FILED 09-19-2019

REF. No.	COUNTRY	MARK & DESCRIPTION OF GOODS (with international class IC)	APPLICATION & REGISTRATION NUMBERS	FILING & REGISTRATION DATES
4007US.02		(Word & Design) Seeds for agricultural purposes; Seeds for horticultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Crop seeds; Plant seeds; Sowing seeds; Unprocessed seeds for agricultural use, in IC 31.	REG. NO. 6137901	REGISTERED 08-25-2020
8000-4008US.01	US	SUNFLOWER PARTERS (Word) Seeds for agricultural purposes; Seeds for flowers; Seeds for horticultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Crop seeds; Flower seeds; Plant seeds; Sowing seeds; Unprocessed seeds for agricultural use, in IC 31.	APP NO. 88810525 REG NO. 6336318	FILED 02-25-2020 REGISTERED 04-27-2021
8000-4008US.02	US	SUNFLOWER PARTNERS (Word & Design) Seeds for agricultural purposes; Seeds for flowers; Seeds for horticultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Crop seeds; Flower seeds; Plant seeds; Sowing seeds; Unprocessed seeds for agricultural use, in IC 31.	APP NO. 88810547 REG NO. 6412337	FILED 02-25-2020 REGISTERED 07-06-2021
8000-4013US	US	DT (Word) Seeds for agricultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Bulbs, seedlings and seeds for planting; Crop seeds; Plant seeds; Unprocessed seeds for agricultural use, in IC 31. Plant breeding, in IC 44.	APP NO. 90106732 REG NO. 6761291	FILED 08-11-2020 REGISTERED 06-14-2022
8000-4014US	US	DF (Word) Seeds for agricultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Bulbs, seedlings and seeds for planting; Crop seeds; Plant seeds; Unprocessed seeds for agricultural use, in IC. 31. Plant breeding, in IC 44.	APP NO. 90106858	FILED 08-11-2020
8000-4009US	US	IQA (Word) Seeds for agricultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Bulbs, seedlings and seeds for planting; Crop seeds; Plant seeds; Unprocessed seeds for agricultural use, in IC 31. Plant breeding, in IC 44.	APP. NO. 90475119	FILED 01-19-2021

REF. No.	COUNTRY	MARK & DESCRIPTION OF GOODS (with international class IC)	APPLICATION & REGISTRATION NUMBERS	FILING & REGISTRATION DATES
8000-4016US	US	S&W SEED GENETICS (Word) Seeds for agricultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Bulbs, seedlings and seeds for planting; Crop seeds; Plant seeds; Sowing seeds; Unprocessed seeds for agricultural use, in IC 31. Plant breeding, in IC 44.	APP NO. 90349674 Abandoned as of 03-21-2022	FILED 11-20-2020
	US	PF	APP NO. 97709961 (Intent to Use)	FILED 12-08-2022
	US	PRUSSIC ACID FREE	APP NO. 97709933 (Intent to Use)	FILED 12-08-2022
	US	DON'T SETTLE FOR LESS	APP NO. 86187231 REG NO. 4706608	REGISTERED 03/24/15

EXHIBIT B

PATENTS AND PATENT REGISTRATIONS

See attached.

**S&W SEED COMPANY
PATENT PORTFOLIO**

March 17, 2023

PATENT DOCUMENT TITLE COUNTRY PATENT TYPE	PRIORITY NO. (if applicable) APPLICATION NO. PUBLICATION NO. (if applicable) PATENT NUMBER STATUS	PRIORITY DATE (if applicable) APPLICATION FILING DATE PUBLICATION DATE (if applicable) PATENT ISSUE DATE PATENT EXPIRATION DATE
ALFALFA VARIETY 53V52 UNITED STATES PLANT PATENT	USSN 11/533,383 USPN 7,652,195 ISSUED US PATENT	FILED 09-20-2006 ISSUED 01-26-2010 EXPIRATION 05-22-2028
ALFALFA VARIETY 05N16PY UNITED STATES PLANT PATENT	USSN 13/252,674 USPN 8,461,420 ISSUED US PATENT	FILED 10-04-2011 ISSUED 06-11-2013 EXPIRATION 10-04-2031
ALFALFA VARIETY 06N02PX UNITED STATES PLANT PATENT	USSN 13/252,692 USPN 8,471,103 ISSUED US PATENT	FILED 10-04-2011 ISSUED 06-25-2013 EXPIRATION 10-04-2031
ALFALFA VARIETY 07W01CZ UNITED STATES PLANT PATENT	USSN 13/252,706 USPN 8,466,343 ISSUED US PATENT	FILED 10-04-2011 ISSUED 06-18-2013 EXPIRATION 10-04-2031
ALFALFA VARIETY 55Q27 UNITED STATES PLANT PATENT	USSN 13/413,254 USPN 8,802,930 ISSUED US PATENT	FILED 03-06-2012 ISSUED 08-12-2014 EXPIRATION 08-02-2032
ALFALFA VARIETY 09N12CY UNITED STATES PLANT PATENT	USSN 13/413,267 USPN 8,822,760 ISSUED US PATENT	FILED 03-06-2012 ISSUED 09-02-2014 EXPIRATION 07-29-2032
ALFALFA VARIETY 55Q28 UNITED STATES PLANT PATENT	PRIORITY NO. 62/095,258 USSN 14/971,950 USPN 9,814,191 ISSUED US PATENT	PRIORITY DATE 12-22-2014 FILED 12-16-2015 ISSUED 11-14-2017 EXPIRATION 01-29-2036
ALFALFA VARIETY 54Q14 UNITED STATES PLANT PATENT	PRIORITY NO. 62/095,279 USSN 14/971,938 USPN 9,877,446 ISSUED US PATENT	PRIORITY DATE 12/22/2014 FILED 12/16/2015 ISSUED 01/30/2018 EXPIRATION 03/03/2036
ALFALFA VARIETY SW5213 UNITED STATES PLANT PATENT	PRIORITY NO. 62/095,286 USSN 14/971,970 USPN 9,585,350 ISSUED US PATENT	PRIORITY DATE 12-22-2014 FILED 12/16/2015 ISSUED 03/07/2017 EXPIRATION 12/16/2035
STEVIA PLANT NAMED 'SW 107' UNITED STATES PLANT PATENT	USSN 14/544,136 PP27,937 P3 ISSUED US PATENT	FILED 11-30-2014 ISSUED 04-25-2017 EXPIRATION 04-29-2035
STEVIA PLANT NAMED 'SW 201' UNITED STATES PLANT PATENT	USSN 14/544,200 PP27,815 P3 ISSUED US PATENT	FILED 12-08-2014 ISSUED 03-28-2017 EXPIRATION 04-29-2035
STEVIA PLANT NAMED 'SW 129' UNITED STATES PLANT PATENT	USSN 14/757,095 PP28,373 P3 ISSUED US PATENT	FILED 11-17-2015 ISSUED 09-12-2017 EXPIRATION 11-30-2035
STEVIA PLANT NAMED 'SW 227' UNITED STATES	USSN 14/999,118 PP28,977 P3	FILED 03-31-2016 ISSUED 02-20-2018

PATENT DOCUMENT TITLE COUNTRY PATENT TYPE	PRIORITY NO. (if applicable) APPLICATION NO. PUBLICATION NO. (if applicable) PATENT NUMBER STATUS	PRIORITY DATE (if applicable) APPLICATION FILING DATE PUBLICATION DATE (if applicable) PATENT ISSUE DATE PATENT EXPIRATION DATE
PLANT PATENT	ISSUED US PATENT	EXPIRATION 04-07-2036
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORGHUM UNITED STATES UTILITY PATENT	PRIORITY: US 62/513,074 US APP NO. 15/993,081 US PUB NO. 2018/0346920 A1 PENDING PATENT APPLICATION	PRIORITY DATE 05-31-2017 APP FILING DATE 05-30-2018 PUBLICATION DATE 12-06-2018
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORGHUM ARGENTINA UTILITY PATENT	PRIORITY: US 62/513,074 AR APP NO. AR P180101423 AR PUB NO. AR 112059 A1 PENDING PATENT APPLICATION	PRIORITY DATE 05-31-2017 APP FILING DATE 05-30-2018 PUBLICATION DATE 09-18-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORGHUM URUGUAY UTILITY PATENT	PRIORITY: US 62/513,074 UY APP NO. UY 37750 UY PUB NO. UY 37750 PENDING PATENT APPLICATION	PRIORITY DATE 05-31-2017 APP FILING DATE 05-30-2018 PUBLICATION DATE 01-02-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORGHUM PATENT COOPERATION TREATY (PCT) UTILITY PATENT	PRIORITY: US 62/513,074 PCT APP NO. PCT/US2018/035131 PCT PUB NO. WO 2018/222715 A1 EXPIRED PCT APPLICATION	PRIORITY DATE 05-31-2017 APP FILING DATE 05-30-2018 PUBLICATION DATE 12-06-2018 30-MO NAT'L PHASE 11-30-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORGHUM ARIPO (African Regional Intellectual Property Organization) UTILITY PATENT	PRIORITY: US 62/513,074 & PCT/US2018/035131 ARIPO APP NO. AP/P/2019/012056 PENDING PATENT APPLICATION	PRIORITY DATE 05-31-2017 PCT FILING DATE 05-30-2018 LOCAL FILING DATE 12-09-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORGHUM AUSTRALIA UTILITY PATENT	PRIORITY: US 62/513,074 & PCT/US2018/035131 AU APP NO. AU 2018277822 AU PUB NO. AU 2018277822 A1 PENDING PATENT APPLICATION	PRIORITY DATE 05-31-2017 PCT FILING DATE 05-30-2018 LOCAL FILING DATE 11-25-2019 PUBLICATION DATE 12-12-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORGHUM BRAZIL UTILITY PATENT	PRIORITY: US 62/513,074 & PCT/US2018/035131 BR APP NO. BR 112019024729-7 BR PUB NO. BR 112019024729 A2 PENDING PATENT APPLICATION	PRIORITY DATE 05-31-2017 PCT FILING DATE 05-30-2018 LOCAL FILING DATE 11-25-2019 PUBLICATION DATE 06-16-2020

PATENT DOCUMENT TITLE COUNTRY PATENT TYPE	PRIORITY NO. (if applicable) APPLICATION NO. PUBLICATION NO. (if applicable) PATENT NUMBER STATUS	PRIORITY DATE (if applicable) APPLICATION FILING DATE PUBLICATION DATE (if applicable) PATENT ISSUE DATE PATENT EXPIRATION DATE
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORGHUM EPO (European Patent Office) UTILITY PATENT	PRIORITY: US 62/513,074 & PCT/US2018/035131 EPO APP NO. EP 18810228.9 EPO PUB NO. EP 3629710 A1 PENDING PATENT APPLICATION	PRIORITY DATE 05-31-2017 PCT FILING DATE 05-30-2018 LOCAL FILING DATE 12-16-2019 PUBLICATION DATE 04-08-2020
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORGHUM MEXICO UTILITY PATENT	PRIORITY: US 62/513,074 & PCT/US2018/035131 MX APP NO. MX/a/2019/014452 PENDING PATENT APPLICATION	PRIORITY DATE 05-31-2017 PCT FILING DATE 05-30-2018 LOCAL FILING DATE 12-09-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORGHUM SOUTH AFRICA UTILITY PATENT	PRIORITY: US 62/513,074 & PCT/US2018/035131 ZA APP NO. ZA 2019/08169 PENDING PATENT APPLICATION	PRIORITY DATE 05-31-2017 PCT FILING DATE 05-30-2018 LOCAL FILING DATE 12-09-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORGHUM UKRAINE UTILITY PATENT	PRIORITY: US 62/513,074 & PCT/US2018/035131 UA APP NO. UA 2019-11860 UA PUB NO. a201911860 PENDING PATENT APPLICATION	PRIORITY DATE 05-31-2017 PCT FILING DATE 05-30-2018 LOCAL FILING DATE 12-12-2019 PUBLICATION DATE 12-24-2019
PLANTS MODIFIED WITH MINI- CHROMOSOMES	12/718794 File date 03/05/10	Patent no. 8350120 Expired 02/15/21
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE (ACC) INHIBITING HERBICIDE TOLERANCE IN SORGHUM	17/648697 File date 01/24/22	n/a

PVP CERTIFICATES:

COUNTRY & PVP NAME	PVP APPLICATION NUMBER PVP CERTIFICATE NUMBER	PVP APPLICATION DATE PVP REGISTRATION DATE PVP EXPIRATION DATE
US (PVPO) ALFALFA 'SW 8421S'	PVPO APPLICATION NO. 201000082 PVPO CERTIFICATE NO. 201000082	APPLICATION DATE 12-24-2009 REGISTRATION DATE 09-29-2015 EXPIRATION DATE 09-29-2035
EUROPE (CVPO) ALFALFA PR59N59	CVPO APPLICATION NO. 2008/2160 CVPO CERTIFICATE NO. 33444	APPLICATION DATE 10-02-2008 REGISTRATIO DATE 12-17-2012 EXPIRATION DATE 12-31-2037
EUROPE (CVPO) ALFALFA PR55V48	CVPO APPLICATION NO. 2011/2119 CVPO CERTIFICATE NO. 44934	APPLICATION DATE 09-05-2011 REGISTRATION DATE 11-21-2016 EXPIRED 09-21-2019.

PATENT DOCUMENT TITLE	APPLICATION NUMBER (USSN) PATENT NUMBER (USPN)	FILING DATE ISSUE DATE
ALFALFA VARIETY 09W08PY	USSN 13/953,807 USPN 8,957,283 (Issued Utility Patent)	FILED 07/30/2013 ISSUED 02/17/2015

EXHIBIT C

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None.

EXHIBIT D

LICENSE AGREEMENTS

<u>Grantor of License</u>	<u>Description of In-License</u>
Forage Genetics International, LLC	Round-Up Ready
Calyxt	Talen
University of Queensland	Sunflower and Sorghum Germplasm
Corteva, Inc.	Grain sorghum hybrids

<u>Grantee of License</u>	<u>Description of Out-License</u>
Mojo Seeds	DT Sorghum

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