

FORM PTO-1619A

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OMB 0651-0027U.S. Department of Commerce
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PATENT

04-12-1999

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New☐ Resubmission (Non-Recordation)

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Conveyance Type

☐ Assignment☐ License☐ Merger☒ Security Agreement☐ Change of Name☐ Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year

Name (line 1) Pogue Seed Company, Inc.

03 01 99

Name (line 2) A Corporation

Second Party

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) First Nichols National Bank

Name (line 2)

Address (line 1) Post Office Box 18

Address (line 2)

Address (line 3) Kenedy

City

Texas

State/Country

78119

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 9866 FRAME: 0208

Correspondent Name and Address

Area Code and Telephone Number

Name Jim Fox

Address (line 1) Post Office Box 18

Address (line 2) Kenedy, Texas 78119

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5 542 612

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

GARY E. POGUE
Name of Person Signing

Signature

Date

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 1, 1999 by and between **FIRST NICHOLS NATIONAL BANK** ("Bank") and **POGUE SEED COMPANY, INC.** ("Grantor").

RECITALS

WHEREAS, Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between the Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms herein are used as defined in the Loan Agreement.) Bank is willing to make the loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Patents to secure the obligations of Grantor under the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its United States Patent #5,542,612, dated Aug. 6, 1996 (Apparatus for Dehulling Grass Seed), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and for all re-issues, divisions, continuations, renewals, extensions and continuations in part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are hereinafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers, or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing

at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[INTENTIONALLY BLANK]

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.

Address of Grantor:

GRANTOR:

Post Office Box 389
Kenedy, Texas 78119

POGUE SEED COMPANY, INC.

Attn: Gary Pogue

By: Gary E. Pogue
Title: President

Address of Bank:

BANK:

Post Office Box 18
Kenedy, Texas 78119

FIRST NICHOLS NATIONAL BANK

Attn: Jim Fox

By: James L. Fox
Title: President

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