

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Marrone Bio Innovations, Inc.	04/13/2012

RECEIVING PARTY DATA

Name:	Point Financial, Inc.
Street Address:	PO Box 50576
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85076

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	5989429
Patent Number:	6194194
Patent Number:	7244607
Application Number:	61438796
Application Number:	61528153
Application Number:	61528149
Application Number:	61551014
Application Number:	61551403
Application Number:	11704565
Application Number:	12178594
Application Number:	12249312
Application Number:	12257472
Application Number:	12650315
Application Number:	12761382
Application Number:	12763892

OP \$880.00 5989429

Application Number:	12840106
Application Number:	12845883
Application Number:	12897776
Application Number:	13034575
Application Number:	13280311
Application Number:	13288864
Application Number:	13294918

CORRESPONDENCE DATA

Fax Number:

Phone: 4807851113

Email: ekoontz@pointfin.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Point Financial, Inc.

Address Line 1: PO Box 50576

Address Line 4: Phoenix, ARIZONA 85076

NAME OF SUBMITTER:

Michael J. O'Malley

Total Attachments: 17

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SECURITY AGREEMENT
((PFI General — Intellectual Property Collateral))

THIS SECURITY AGREEMENT ("this Agreement" or "Security Agreement") is undertaken by and between Marrone Bio Innovations, Inc., a Delaware corporation ("Debtor"), as borrower and debtor, with and for the benefit of Point Financial, Inc., an Arizona corporation ("Loan Originator"), its transferees, and assigns, as lender and secured party. (The Loan Originator and each subsequent transferee of the Senior Secured Promissory Note described below, whether taking by endorsement or otherwise, are herein successively called "Secured Party." Debtor and Secured Party are referenced collectively as the "Parties" and individually as a "Party".)

RECITALS:

- A. Secured Party has agreed to loan or otherwise extend credit to Debtor (the "Loan") pursuant to a Loan Agreement (the "Loan Agreement") dated as of April 13, 2012. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement. Debtor has agreed as part of the Loan to grant one or more security interests in favor of Secured Party, including this Agreement covering certain intellectual property of Debtor.
- B. Upon the Effective Date of this Agreement, (i) Debtor will be indebted to Secured Party, (ii) value will have been given to or on behalf of Debtor under the Loan, and (iii) Debtor will have rights in the Collateral described below.

THEREFORE, in consideration of the following mutual agreements and other valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties agree as follows:

AGREEMENTS:

- 1. Certain Defined Terms.
 - 1.1 "Collateral" as defined for purposes of this Agreement collectively includes all items/categories of property set forth in paragraph 2 below, including the items more specifically described in the attached Schedule 1 (if any).
 - 1.2 "Obligations" as defined for purposes of this Agreement collectively includes all items/categories of indebtedness set forth in paragraph 4 below, including the indebtedness evidenced by the Note.
 - 1.3 References to the "UCC" mean the provisions of the Uniform Commercial Code in effect in Arizona (the "State").
 - 1.4 Defined or referenced terms which are capitalized and identified by a following asterisk (e.g., Accounts* as first used in Section 2, below) upon their first use herein shall have the respective meanings ascribed in the UCC unless the specific context indicates differently.
 - 1.5 Other defined terms have the respective meanings ascribed in this Agreement, and such terms when defined are indicated by parentheses and bold print (e.g., "Collateral" as defined in Section 1.1, above).
 - 1.6 As used hereinafter, "Debtor" shall mean, severally and collectively, Marrone Bio Innovations, Inc., a Delaware corporation, and each of its subsidiaries, whether now existing or hereafter established, and whether or not that subsidiary has signed a counterpart of this Agreement.

2. **Collateral Covered by Agreement.** This Security Agreement pertains to the following "COLLATERAL": (i) Debtor's interests and rights to (a) all domestic and foreign patents, patent applications, patent rights, patent licenses (including any United States Patent and Trademark Office ("PTO") application or registration number and file jacket number and assigned date), all related fees, income and royalties, rights to sue for any infringement thereof, and all reissues, divisions, continuations, renewals, extensions and continuations-in-art

thereof; (b) all state (common law or otherwise), federal or foreign trademarks, service marks, collective membership marks, slogans, trade names, all applications therefor (excluding however any application to register any such item prior to the filing under applicable law of a verified statement of use or its equivalent for the same, if the creation of a security interest therein would void or invalidate the same), all rights thereto and licenses thereof and all related income and royalties, all whether or not registered (but including any PTO application or registration number and file jacket number and assigned date), and all fees, goodwill of any business associated therewith or symbolized thereby, rights to sue for infringement or unconsented use thereof, and all reissues, extensions and renewals thereof; (c) all registered copyrights and copyright registrations or applications (identified, if possible, by title, author and any United States Copyright Office ("USCO") registration number and assigned date), all present and future copyrights that are not registered but are entitled to be, any derivative works, all copyrightable or copyrighted materials, works, manuscripts, documents, tapes, disks or discs, storage media, computer programs and source or object codes, Software*, computer databases, flow diagrams, all tangible property evidencing the same; (d) all industrial designs, trade secrets, know-how, technology, information and processes and all other forms of intellectual and industrial property; (e) all Collateral described in the attached Schedule I; (f) all General Intangibles* in any way related thereto to any of (a), (b) (c); and (e); (ii) all records, writings, papers, and data kept or relating to any part or component of the Collateral, in all forms (written, photographic, microfilm, microfiche, electronic or otherwise, and the computer software and other media, together with its related hardware and equipment, as may be required to utilize, create, maintain, process and retrieve the same); (iii) all accessions, substitutions and additions thereto, and all Supporting Obligations*, cash and non-cash Proceeds* thereof, or royalties therefrom. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. **Grant of Security Interest.** For valuable consideration, Debtor grants and collaterally assigns to Secured Party a security interest in the Collateral to secure all Obligations.

4. **Obligations Secured.** This Security Agreement and grant secures: (i) payment of all indebtedness, obligations and liabilities evidenced by the promissory note from Debtor to Secured Party dated April ____, 2012 ("Note") or in any Loan or Credit Agreement secured hereby, (ii) performance of all provisions, covenants, terms and conditions under this Agreement or any other documents securing the Note or the Loan or Credit Agreement or both (collectively, "Security Documents"), (iii) all interest, fees, costs and expenses owed under the Note or the Security Documents, and (iv) all extensions, renewals, modifications, amendments and replacements of the same (collectively, "Obligations"). Without limitation of the foregoing, the Obligations include all indebtedness, performance and payment obligations, liabilities and responsibilities of the Debtor to the Secured Party, individually or collectively, direct and indirect, joint or several, absolute or contingent, liquidated or unliquidated, now due or to become due, now existing or hereafter arising.

5. **Performance Under Security Documents and Perfection of Security Interest(s).**

5.1 Debtor agrees to perform timely and fully all of its Obligations and to keep all promises to and agreements with Secured Party under all of the Security Documents.

5.2 Debtor irrevocably authorizes Secured Party to complete, file or record one or more financing statements or amendments thereto or continuations thereof pursuant to the UCC covering all Collateral under this Security Agreement. Subject to Section 10.7 of the Loan Agreement, Debtor will pay or reimburse the cost of filing or recording the same in all public offices whenever and wherever such filing or recording is deemed necessary by Secured Party. Collateral may be described in greater or lesser detail in any filing than as set forth in this Security Agreement, to the fullest extent permitted under the UCC; provided that for the avoidance of doubt, Debtor shall not be obligated to pay or reimburse Secured Party or any other party in connection with the filing or recording of any security agreement or other document with the United States Patent and Trademark Office or the United States Copyright Office to the extent that the costs associated therewith, together with all other costs and expenses described in Section 10.7 of the Loan Agreement, exceeds the amount set forth in the proviso in Section 10.7 of the Loan Agreement. Debtor will cooperate with and assist Secured Party in obtaining acknowledgments

from third parties holding Collateral of Secured Party's beneficial lien and interest therein. Debtor, upon written request, will promptly furnish any information pertinent thereto to Secured Party. Notwithstanding anything contained in this Agreement to the contrary, Secured Party agrees that it will not file or record any security agreements or any other documents with the United States Patent and Trademark Office or the United States Copyright Office.¹

5.3 Debtor agrees further to take or permits Secured Party to take the following actions with respect to specific Collateral:

5.3.1 **Collateral Held by Bailee/Escrow Agents(s).** If any Collateral is or comes into the possession of a bailee or escrow agent in excess of \$100,000, Debtor will use commercially reasonable efforts to promptly obtain an acknowledgment from the bailee/escrow agent reasonably acceptable to Secured Party that such bailee/escrow agent holds the Collateral for the benefit of Secured Party pursuant to this Agreement and will recognize the security interest of and act upon instructions from Secured Party without further action or consent by Debtor.

5.3.2 **Commercial Tort Claim(s).** If Debtor now has or at any time acquires or has arise a Commercial Tort Claim* in excess of \$100,000 on account of any infringement or unauthorized use of any of the Collateral, Debtor will promptly notify Secured Party of the same, in an authenticated writing reasonably acceptable to Secured Party, setting out the nature of such Claim in sufficient detail to identify the same, and grant to Secured Party in that writing a security interest therein and all Proceeds thereof, incorporating the terms of this Agreement by reference.

5.3.3 **Patents, Trademarks and Copyrights.** Concurrently herewith Debtor is also executing and delivering to Secured Party a Patent Assignment and a Trademark Assignment pursuant to which Debtor is collaterally assigning to Secured Party any Collateral consisting of patents and patent rights and trademarks, service marks and trademark and service mark rights, together with the goodwill appurtenant thereto.² Debtor represents and warrants to Secured Party that such Memorandum identifies all now-existing material copyrights and other rights in and to all material copyrightable works identified where applicable, by title, author and/or USCO information. Debtor further covenants, promptly following Debtor's acquisition thereof, to provide to the Secured Party like identifications of all material copyrights and other rights in and to all material copyrightable works hereafter acquired by Debtor and to execute and deliver to Secured Party a supplemental Memorandum of Grant of Security Interest in Copyrights modified to reflect such subsequent acquisitions.

5.3.4 **Other Actions as to Collateral.** Debtor agrees with Secured Party to take or permit any other action requested by Secured Party in writing to insure the attachment, perfection and first lien priority status of, and the unhindered ability of Secured Party to enforce the security interests, rights and remedies in any of the Collateral pursuant to this Agreement or applicable law (collectively, "Enforcement"), including (i) completing, executing, delivering and filing where appropriate, financing statements, amendments thereto and continuations thereof to the extent deemed necessary or advisable by Secured Party, (ii) complying in all material respects with any applicable provision of any law, rule, regulation or any treaty of the United States as to any Collateral if such compliance is a condition to Enforcement, (iii) obtaining governmental and other third-party consents and approvals, including that of any licensor, lessor or other person obligated on the Collateral or on account of the Loan, (iv) obtaining waivers from landlords or other secured parties in form reasonably acceptable to Secured Party upon written request from Secured Party, and (v) taking any and all actions required by earlier version of the Uniform Commercial Code or by any other applicable law of the State, any other state, the federal government or any foreign government.

6. **Relation to Other Security Documents.** The Obligations are or may be secured by security interests in certain real property and fixtures through a realty mortgage or deed of trust, by a separate assignment of leases and rents, or by other pledges, security interests and liens in other personal property of Debtor. Nothing in those other Security Documents will derogate from or diminish any of the rights and remedies of Secured Party in this Agreement. Any default or "Event of Default" under any other Security Document will, at Secured Party's

election, constitute an actionable Event of Default under this Security Agreement. If the Debtor obtains rights in or to any new or subsequent (a) United States copyright registrations or applications therefor, (b) patentable inventions or patent application or patent for any reissue, division or continuation of any patent, (c) trademarks or trademark renewals or extensions of any trademark registration, or (d) other "Collateral" as defined and described herein, after the date of this Agreement, the same shall be included in the Collateral and the provisions of this Agreement will be applicable to the same as after-acquired Collateral. Debtor will provide written notice to Secured Party with respect to any such new or subsequent Collateral within thirty (30) days after Debtor obtains such rights.

7. **Warranties and Covenants of Debtor.** Debtor expressly warrants and covenants:

7.1 Except for the security interests granted in this Security Agreement and except for Permitted Liens, Debtor owns, or to the extent that this Security Agreement extends to Collateral acquired after the Effective Date will own, or has or will have rights in the Collateral free from any adverse lien, security interest or other encumbrance. Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

7.2 [Intentionally deleted]³

7.3 Debtor's full and correct legal name is that used in this Agreement. Debtor is organized as a corporation under the laws of the State of Delaware, and if a "registered organization" its registration/identification number is 4173693. Debtor's current address for notices and principal place of business, or if Debtor has more than one place of business, its chief executive office, is that stated below for Notices. Debtor has the organizational power, authority and legal right to grant all security interests and otherwise enter into and perform under this Agreement, and has duly authorized the same.

7.4 Debtor will not change its legal name, its place(s) of business, its chief executive office location, its address for notice or its registered organization number without first (i) notifying Secured Party at least fifteen (15) days in advance of any such proposed change, and (ii) confirming any such change upon occurrence by notice to Secured Party. Debtor may not change its type of organization, jurisdiction of organization or organization legal structure unless (a) Debtor has provided at least five (5) days' prior written notice to Secured Party or (b) such change is in connection with Borrower's initial public offering of common stock.

7.5 [Intentionally deleted]

7.6 Debtor will notify Secured Party of any changes in location of the Collateral within ten (10) days of any such change, and will not sell, lease, license, further encumber, destroy or remove the Collateral without prior notice to and the written consent of Secured Party; provided, however, that Debtor shall be permitted to sell, lease, license, further encumber, destroy and/or remove the Collateral without prior notice to and without consent of Secured Party if and to the extent expressly permitted pursuant to the terms of the Loan Agreement.

7.7 Debtor will pay timely all taxes and levies against the Collateral before delinquency; provided that the failure to make any such payments shall not constitute a breach of this covenant unless the aggregate amount of such payments could reasonably be expected to exceed \$100,000.

7.8 Debtor will not permit or allow any other lien, security interest or encumbrance whatsoever upon the Collateral, except for Permitted Liens, and will not permit the Collateral to be garnished, attached or replevied unless the execution or other enforcement of the liens related to such garnishment, attachment, or replevin is effectively stayed and claims secured thereby are actively contested in good faith by appropriate proceedings.

7.9 The Collateral is in good condition and Debtor will keep all tangible Collateral in clean and working condition. Secured Party may examine and inspect the Collateral at any reasonable time during normal business hours and upon at least 5 business days prior written notice, wherever located; provided, however, that if

³ [Note: Please explain the purpose of including the rep that the Collateral does not include any Consumer Goods.]

the Collateral is located on leased premises, Secured Party may conduct such examination or inspection to the extent that the applicable landlord has previously agreed to such examination or inspection.

7.10 Debtor will not use the Collateral or let it be used in violation of any applicable statutes, regulations, rules or ordinances, except to the extent that any such violation could not reasonably be executed to have a Material Adverse Effect.

7.11 No third-party financing statement or comparable assignment or memorandum covering the Collateral is on file in any state or local public office or with USCO or PTO, except for Permitted Liens.

7.12 Debtor will maintain such insurance on the Collateral against fire and such other hazards included within the term "all risks," and in such form, in amounts and for such periods as Secured Party may reasonably require (provided that such insurance and amounts are customarily required for companies in Debtor's industry that are similar in size and operating capacity as Debtor) and for the benefit of Debtor and Secured Party as their respective interests shall appear. The Debtor assigns to Secured Party all right to proceeds of any insurance not exceeding the Obligations, and directs any insurer to pay all proceeds directly to Secured Party and authorizes Secured Party to endorse any draft for such proceeds. Acceptable certificates of such policy or policies will be delivered to the Secured Party and the policies will be maintained with a company or companies reasonably acceptable to Secured Party. Debtor retains all "risk of loss" of the Collateral.

7.13 Debtor will permit Secured Party to inspect and examine Debtor's books regarding the Collateral at any reasonable time during normal business hours and upon at least 5 business days prior written notice.

7.14 Debtor will refrain from any actions or communications which would impair, diminish, or threaten to affect the continued and future value of the Collateral, except for any actions or communications that are permitted pursuant to the Loan Agreement and except to the extent that any such actions or communications could not reasonably be expected to have a Material Adverse Effect.

8. **Performance by Secured Party.** At its option, Secured Party may discharge taxes, levies, liens or other encumbrances at any time placed on the Collateral, pay for insurance on the Collateral and pay for the maintenance and preservation of the Collateral should Debtor fail to do so. Debtor agrees to reimburse Secured Party on demand for any payment so made and until such reimbursement the amount paid by Secured Party will be added to the Obligations as additional principal under the Note and bear interest at the rate set forth in clause A of the Note until paid.

9. **Default and Remedies.**

9.1 A default under this Security Agreement will occur upon the occurrence of an Event of Default under the Loan Agreement. Upon and after any such Event of Default, Secured Party may, at its option and sole discretion, do any one or more, or any combination or all, of the following:

9.1.1 Declare the entire amount of the Obligations then outstanding due and payable at once;

9.1.2 Exercise any, all, or any combination of the rights and remedies of a secured party under the UCC or other applicable law, including the right to enter any place of business of the Debtor, without legal process, and take possession of and remove, or store and protect at the place of business, and thereafter administer, account for, and collect, the Collateral;

9.1.3 Require Debtor to assemble and relinquish any Collateral, and to make it available at the place designated by Secured Party;

9.1.4 Commence proceedings for foreclosure of this Security Agreement in the manner provided by law for the foreclosure of a real property mortgage; and

9.1.5 As secured party in possession of the Trust Property and other real or personal property collateral, carry on the business of Debtor as a going concern.

9.2 Any requirement of reasonable notice of any disposition of the Collateral will be satisfied if such notice is mailed to the address of the Debtor designated herein at least thirty (30) days before the time of such disposition. Secured Party may dispose of Collateral without giving any warranty, express or implied, and warranties of title or otherwise may be disclaimed in any such disposition. In any disposition upon credit, Debtor will receive the benefit only of payments actually made by a purchaser and received by Secured Party. Secured Party may acquire Collateral by credit bid(s) at any disposition permitted under the UCC. Secured Party may, but has no duty to, notify and collect from any Account Debtors or other Obligor.

10. **Nonexclusive Remedies.** The remedies conferred by this Agreement are nonexclusive and cumulative of any other remedies now available or subsequently existing at law, in equity or by statute, regulation, rule or otherwise.

11. **Reservation of Rights.** No delay or forbearance by or on behalf of Secured Party in exercising any right, remedy, power or privilege under this Security Agreement ("Lender's Rights") will operate as a waiver of any such Lender's Rights, nor shall any exercise or non-exercise of any particular Lender's Right preclude any other or further exercise of Lender's Rights pertaining to any current or subsequent default by Debtor. The taking of this Security Agreement will not waive or impair any other security that Secured Party may have or hereafter acquire for the payment of the Obligations nor will the taking of any such additional security waive or impair this Security Agreement. Secured Party may resort to any security it may have and apply proceeds of the Collateral in any order it may deem proper.

12. **Expenses, Fees and Costs.** If any Event of Default occurs, or Secured Party otherwise acts to protect its security interest in the Collateral pursuant to the terms of this Agreement, Debtor promises to pay all of the following costs and fees if incurred by or on behalf of Secured Party: (i) all reasonable expenses of retaking, holding, preparing for sale and selling of the Collateral, (ii) reasonable attorneys' fees, (iii) all reasonable costs and expenses of collection, enforcement, interpretation or any foreclosure, whether or not suit is filed, and (iv) all costs of suit, each of which are to be determined by a court and not by a jury. "Suit" includes proceedings in courts of original, appellate and bankruptcy jurisdiction.

13. **Waivers.** No waiver under this Agreement is valid unless it is in writing and signed by the Party giving the waiver. A waiver of a particular matter or remedy does not waive a subsequent or similar matter or remedy. No waiver will excuse a Party from payment or the performance of its other obligations under this Agreement.

14. **Attachment and Choice of Law.** The Loan has been materially negotiated in the State and has been made and funded in the State. All parties irrevocably consent and agree that the law of the State has a substantial connection to the Secured Party and Debtor and to the Loan, the Note, this Agreement, and all Security Documents for all purposes of interpretation and enforcement thereof and this Security Agreement is governed by the internal laws of the State without reference to conflict of laws principles, excepting only to the extent Security Documents grant or perfect liens in real property situated outside of the State, in which case the law of the jurisdiction in which such real property is situated shall control remedies with respect thereto. Except for the enforcement of remedies with respect to real property situated outside the State, the parties consent and submit to the nonexclusive jurisdiction of the courts of the State and the United States District Court for the District including the State, and to venue in Maricopa County, Arizona, concerning any action arising under the Loan, the Note, this Security Agreement, and any other Security Document, and the parties further waive any claim of *forum non-conveniens* or equivalent to such venue.

15. **Construction.** Captions and headings are for convenience and reference only and do not define, limit or affect the contents of this Security Agreement. References to "paragraphs" or "sections" refer to this Security Agreement unless stated otherwise. The terms "include" or "including" mean "without limitation by reason of enumeration." All grammatical usage will be deemed to refer to the masculine, feminine, neuter, singular or plural as the context and identity of any person(s) may require.

16. **Severability and Interpretation.** The invalidity or unenforceability of any provision of this Security Agreement does not affect the other remaining provisions. This Security Agreement will be construed as if it excluded any invalid or unenforceable provision, which will be severed from this Security Agreement. Whenever possible, this Security Agreement will be interpreted so as to be valid under applicable law, and will not be construed strictly in favor of or against any particular party, including any party who drafted or prepared this Security Agreement, but instead according to its plain meaning to give effect to its intended purposes.

17. **Financing Statement.** If filed or recorded, this Security Agreement will also be deemed to be a UCC Financing Statement, a collateral assignment, grant, and conveyance, a notice of assignment, and a deed of trust, mortgage, and hypothecation.

18. **Notices.** Except as otherwise required by law, all notices under this Agreement will be in writing. Notices are deemed given and received (a) when personally delivered, (b) when received by facsimile or by overnight courier service, or (c) on the fourth Business Day after mailing by certified/registered U.S. Mail, return receipt requested. Notices will be addressed as follows:

To Debtor: Marrone Bio Innovations, Inc.
Attn: Chief Executive Officer
2121 Second St, Ste B-107
Davis, CA 95618

With copy to: Morrison & Foerster LLP
Attn: Charles S. Farman, Esq.
400 Capitol Mall
Suite 2600
Sacramento, CA 95814

To Secured Party: Point Financial, Inc.
Attn:
20 S. Kyrene Rd
Chandler, AZ 8522

With copy to: Guffey & Associates, PC
2999 N 44th Street, Ste 130
Phoenix, AZ 85018-7281

(or at any other address designated in a notice given by a Party to change its address). Rejection or refusal to accept, or the inability to deliver because of change in address as to which no notification has been given, will be deemed to constitute receipt if given as provided above.

19. **Waiver of Jury Trial.** Any lawsuit concerning this Agreement will be tried by the court, AND THE PARTIES EACH IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHTS TO ANY TRIAL BY A JURY (ADVISORY OR OTHERWISE).

20. **Modification.** This Agreement may be amended only by a written document signed by all the Parties.

21. **Time.** TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF EACH PROVISION OF THIS AGREEMENT. If this Agreement requires any action to be performed on a date which is not a "Business Day"(a Saturday, Sunday or a state or federal legal holiday), such action will be validly performed on the next succeeding Business Day.

22. **Parties Bound.** "Debtor" includes the undersigned (individually or collectively) and all successors, assigns and personal or legal representatives, jointly and severally. "Secured Party" means such Party and its successors and assigns. Secured Party may freely assign this Security Agreement together with the Note, any Loan or Credit Agreement and any other Security Documents.

23. **No Third Party Beneficiary.** This Agreement is solely for the benefit of the Parties (and any successors and permitted assigns) and does not confer any rights or remedies on any other persons.

24. **Counterparts.** This Agreement may be executed in identical counterparts, each of which upon execution shall be deemed an original, but all of which together will constitute one document. Partially executed signature or acknowledgment pages of any one counterpart may be combined with any other partially executed counterpart to constitute a fully executed original Agreement. Facsimiles of executed signature pages are effective as original signatures.

25. **Incorporation of Recitals and Exhibits.** The Recitals and all attached Exhibits and Schedules are incorporated as part of this Agreement.

26. **Effective Date.** This Security Agreement is executed and effective as of April __, 2012 (the "Effective Date").

DEBTOR:

Marrone Bio Innovations, Inc.,
a Delaware corporation

By: 

Name:

Vincente Mourya

Title:

CEO/President

SECURED PARTY:

Point Financial, Inc.,
an Arizona corporation

By: _____

Name: _____

Title: _____

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT
REEL: 028119 FRAME: 0193

DEBTOR:

Marrone Bio Innovations, Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

SECURED PARTY:

Point Financial, Inc.,
an Arizona corporation

By:  _____

Name: Michael J. O'Connell

Title: CEO, President

SCHEDULE 1 TO SECURITY AGREEMENT

COLLATERAL DESCRIBED AS:

Marrone Bio Innovations, Inc. Intellectual Property List (as of November 30, 2011)

US provisional patent applications:

US Patent Appln. No. 61/438,796 entitled "Anthraquinone Containing Preparations/Lignin Formulation", filed February 2, 2011 (MBI-106, Regalia ©) (MOI-42020-US-PR1)

US Patent Appln. No. 61/528,153 entitled "Isolated Bacterial Strain of the Genus Burkholderia and Pesticidal Metabolites Therefrom- Use as Algacide and Acaracide", filed August 27, 2011 (MOI-42023-US-PR1)

US Patent Appln. No. 61/528,149 entitled "Formulation of an Isolated Bacterial Strain of the Genus Burkholderia and Pesticidal Metabolites Therefrom", filed August 27, 2011. (MBI-10/MBI-206) (MOI-42025-US-PR1)

US Patent Appln. No. 61/551,014 entitled "Use of Chromobacterium sp. and Chromobacterium Bioactive Compositions and Metabolites as an Acaracide and Insecticide", filed October 25, 2011. (MBI-203, Grandevo™) (MOI-42026-US-PR1)

US Patent Appln. No. 61/551,403 entitled "Stabilized Chromobacterium Formulations", filed October 25, 2011. (MBI-203, Grandevo™) (MOI-42022-US-PR1)

US patent applications:

US Patent Appln. No. 11/704,565, filed February 8, 2007, entitled "*Chromobacterium subtsugae* sp. nov. For Control of Insect Pests", (MBI-203, Grandevo™) (licensed from USDA)

US Patent Appln. No. 12/178,594 entitled "Hinokitiol as a biofungicide" filed July 23, 2008 (MBI-104) (MOI-42002-US)

US Patent Appln. No. 12/249,312 entitled "Natural herbicide containing lemongrass essential oil" filed October 10, 2008 (MBI-006, GreenMatch® EX; MBI-108) (MOI-42006-US)

US Patent Appln. No. 12/257,472 entitled "Propionic acid as an herbicide" filed October 24, 2008 (MBI-003) (MOI-42007-US)

US Patent Appln. No. 12/650,315 entitled "Uses of thaxtomin and thaxtomin compositions as herbicides" filed December 30, 2009 (MBI-005) (MOI-42008-US)

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PCT Patent Appln. No. PCT/US10/42607 entitled "Use of sarmentine and its analogs for controlling plant pests", filed July 20, 2010 (MBI-011) (MOI-42009-PCT)

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Paraguay application no. TBD entitled "Agents for the control of Limnoperna Sp.", filed _____ (MBI-401, Zequanox™) (MOI-42019-PY)

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US Trademark Application No. 77487281 for EMPEROR

US Trademark Application No. 77708599 for QUAZEND

US Trademark Application No. 77708609 for MUZZEL

US Trademark Application No. 85107770 for HAVEN

US Trademark Application No. 85107772 for HAVEN PLANT PROTECTANT

US Trademark Application No. 85304692 for EXTOL

US Trademark Application No. 85304704 for COMMEND

US Trademark Application No. 85304710 for PROWESS

US Trademark Application No. 85304714 for KINGPIN

US Trademark Application No. 85304719 for CHIEFTAN

US Trademark Application No. 85304725 for GRAIL

US Trademark Application No. 85304731 for ORDAIN

US Trademark Application No. 85304737 for OPULENT

US Trademark Application No. 85394987 for SALUTE

US Trademark Application No. 85481030 for GRANDEVO

Foreign Registered Trademarks:

Mexican Application No. 1,005913, Registration No. 1124288 for REGALIA, registered October 6, 2009

Ecuador Trademark Application No. 200925, Registration No. 3555-09 for MILSANA, registered June 17, 2009

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Pending Foreign Trademark Applications:

Canadian Application No. 1,529,498 for ZEQUANOX

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