

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2617690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMVAC CHEMICAL CORPORATION	10/25/2013
RECEIVING PARTY DATA	
Name:	BANK OF THE WEST
Street Address:	4400 MACARTHUR BLVD., SUITE 150
Internal Address:	MAIL SORT SC-634-01-C
City:	NEWPORT BEACH
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 26	
Property Type	Number
Patent Number:	7270065
Patent Number:	6588685
Patent Number:	6499679
Patent Number:	6851634
Patent Number:	5707637
Patent Number:	5638988
Patent Number:	7171913
Patent Number:	5612048
Patent Number:	6543496
Patent Number:	6732772
Patent Number:	7073546
Patent Number:	5947171
Patent Number:	6050309
Patent Number:	6085809

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Patent Number:	6263928
Patent Number:	6305444
Patent Number:	5845687
Patent Number:	7883035
Patent Number:	5352674
Patent Number:	5369100
Patent Number:	5298501
Patent Number:	6013272
Patent Number:	6337323
Patent Number:	6761897
Patent Number:	7919482
Application Number:	61557277

CORRESPONDENCE DATA

Fax Number: (213)620-8816
 Phone: 213-622-5555
 Email: trademarks@allenmatkins.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
 Correspondent Name: PAULINE M. STEVENS, ESQ.
 Address Line 1: 515 SOUTH FIGUEROA STREET, 9TH FLOOR
 Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	371507-00044
NAME OF SUBMITTER:	KAREN L. DUBNANSKY, VP BANK OF THE WEST
Signature:	/Karen L. Dubnansky/
Date:	11/15/2013

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of October 25, 2013 (this "Agreement"), is made by AMVAC CHEMICAL CORPORATION, a California corporation (the "Grantor"), in favor of Bank of the West, as the Agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Guaranteed and Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a Second Amended and Restated Credit Agreement, dated as of June 17, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Amvac Chemical Corporation, a California corporation, the Designated Borrowers thereunder, the various financial institutions and other Persons from time to time party thereto, as lenders and the Agent, the Lenders have extended Commitments to make Loans to and maintain Loans with the Company;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 17, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5(e) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations of the Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Guaranteed and Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Guaranteed and Secured Party, a continuing security interest in all of the Grantor's right, title and interest, whether now or hereafter existing or acquired by the Grantor, in and to the following ("Patent Collateral"):

(a) inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent, including all patent applications in preparation for filing, including all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing ("Patents"), including each Patent and Patent application referred to in Item A of Schedule I;

(b) all Patent licenses, and other agreements for the grant by or to such Grantor of any right to use any items of the type referred to in clause (a) above (each a "Patent License"), including each Patent License referred to in Item B of Schedule I, to the extent permitted by any such Patent License;

(c) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Patent Collateral shall not include those items set forth in clauses (i) through (iii) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Guaranteed and Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Guaranteed and Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. No Present Assignment. Neither the Credit Agreement, this Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Patent Collateral. Subject to the rights of Agent, it is the intention of the parties hereto that Company continue to own the Patent Collateral.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Patent Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Patent Collateral (in the case of clause (a)) or (ii) all Patent Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Company and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

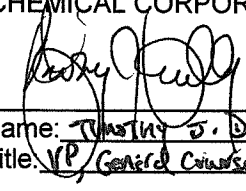
SECTION 8. Governing Law, Entire AGREEMENT, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first written above.

AMVAC CHEMICAL CORPORATION

By:


Name: TIMOTHY D. DONNELLY
Title: VP General Counsel & Secy

BANK OF THE WEST,
as Agent

By:


Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first written above.

AMVAC CHEMICAL CORPORATION

By: _____
Name: _____
Title: _____

BANK OF THE WEST,
as Agent

By: 
Name: Karen L. Dubnansky
Title: Vice President

SCHEDULE I
To Patent Security Agreement

Item A. Patents

AMVAC CHEMICAL CORPORATION PATENTS	PATENT NO.
ELECTRONIC PULSING OF CHEMICAL WITH SEED	7,270,065
GRANULAR SPREADER	6,588,685
GRANULAR SPREADER AND PRODUCT CONTAINER	6,499,679
GRANULAR SPREADER AND PRODUCT CONTAINER	6,851,634
GRANULATED SOIL INSECTICIDAL-NEMATOCIDAL COMPOSITIONS WITH REDUCED MAMMALIAN DERMAL TOXICITY	5,707,637
PARTICULATE DISPENSING SYSTEM	5,638,988
SELF CALIBRATING METER WITH IN-METER DIFFUSER	7,171,913
STABILIZED MOISTURE-SENSITIVE PESTICIDE COMPOSITION AND METHOD OF MAKING	5,612,048
VALVE ASSEMBLY FOR USE WITH CONTAINERS IN A CLOSED APPLICATION	6,543,496
VALVE ASSEMBLY FOR USE WITH CONTAINERS IN A CLOSED APPLICATION	6,732,772
VALVE ASSEMBLY FOR USE WITH CONTAINERS IN A CLOSED APPLICATION	7,073,546
VALVE ASSEMBLY FOR USE WITH CONTAINERS IN A CLOSED APPLICATION SYSTEM	5,947,171
VALVE ASSEMBLY FOR USE WITH CONTAINERS IN A CLOSED APPLICATION SYSTEM	6,050,309
VALVE ASSEMBLY FOR USE WITH CONTAINERS IN A CLOSED APPLICATION SYSTEM	6,085,809
VALVE ASSEMBLY FOR USE WITH CONTAINERS IN A CLOSED APPLICATION SYSTEM	6,263,928
VALVE ASSEMBLY FOR USE WITH CONTAINERS IN A CLOSED APPLICATION SYSTEM	6,305,444
VALVE SYSTEMS, PARTICULARLY FOR USE WITH AGRICULTURAL EQUIPMENT	5,845,687
Mobile Drip System	7,883,035
Chemically stable granules containing insecticidal phosphoroamidothioates	5,352,674
Chemically stable compacted particles containing insecticidal phosphoroamidothioates and methods for the manufacture and use thereof	5,369,100
Chemically stable granules containing insecticidal phosphoroamidothioates	5,298,501
Chemically stable, insecticidally active phosphoroamidothioate pellet compositions and methods for their manufacture	6,013,272

AMVAC CHEMICAL CORPORATION PATENTS	PATENT NO.
Chemically stable, insecticidally active phosphoromidothioate pellet compositions and methods for their manufacture	6,337,323
Chemically stable, insecticidally active phosphoroamidothioate pellet compositions and methods for their manufacture	6,761,897
Chemically stable, insecticidally active phosphoroamidothioate pellet compositions and methods for their manufacture	7,919,482
Method for Pre-Emergent Weed Control Using Triazine-Based Herbicide	pending (Application 61/557,277)