

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3394188

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SEEDWAY, LLC	06/12/2015
RECEIVING PARTY DATA	
Name:	COBANK, ACB
Street Address:	5500 SOUTH QUEBEC STREET
City:	GREENWOOD VILLAGE
State/Country:	COLORADO
Postal Code:	80111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8431804
CORRESPONDENCE DATA	
Fax Number:	(312)876-7934
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3128767977
Email:	paula.theismann@dentons.com
Correspondent Name:	DENTONS US LLP
Address Line 1:	P.O. BOX 061080
Address Line 2:	WACKER DRIVE STATION, WILLIS TOWER
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	10500464-0002
NAME OF SUBMITTER:	PAULA M. THEISMANN
SIGNATURE:	/Paula M. Theismann/
DATE SIGNED:	06/12/2015
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 12, 2015 (this "Agreement"), made by GROWMARK, INC., a Delaware corporation (the "Borrower"), GROWMARK FS, LLC, a Delaware limited liability company ("GFS"), and Seedway, LLC, a Delaware limited liability company ("Seedway"), and GROWMARK Energy, LLC, a Delaware limited liability company ("GE" and collectively with the Borrower, GFS, and Seedway, the "Assignors") in favor of COBANK, ACB (the "Assignee"), as collateral agent for each of the Secured Parties (as defined in the Security Agreement, the "Secured Parties").

WITNESSETH:

WHEREAS, each Assignor holds all right, title and interest in and to the patents, patent applications and patent licenses listed on Annex I attached hereto opposite the name of such Assignor, which patents, patent applications and patent licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Patents");

WHEREAS, each Assignor has entered into a Security Agreement, dated as of the date hereof (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of such Assignor in, to and under the Patents, together with, among other things, the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Senior Secured Obligations (as defined in the Security Agreement, the "Obligations");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and the Assignee hereby agrees as follows:

(a) Each Assignor does hereby pledge and collaterally assign unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in its Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Obligations.

(b) Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement (after obtaining the applicable Assignor's approval) by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any

additional Patents or to delete any reference to any Patents in which the applicable Assignor no longer has any right, title or interest.

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignors and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

GROWMARK, INC., as Assignor

By: Michael K Woods
Name: Michael K Woods
Title: Vice President

GROWMARK FS, LLC, as Assignor

By: Michael K Woods
Name: Michael K Woods
Title: Vice President

SEEDWAY, LLC, as Assignor

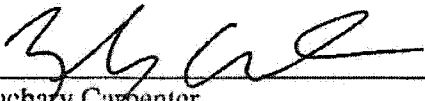
By: Michael K Woods
Name: Michael K Woods
Title: Vice President

GROWMARK Energy, LLC, as Assignor

By: Michael K Woods
Name: Michael K Woods
Title: Vice President

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SIGNATURE PAGE

COBANK, ACB, as Assignee

By: 
Name: Zachary Carpenter
Title: Vice President

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SIGNATURE PAGE

PATENT
REEL: 035902 FRAME: 0344

Patents and Patent Applications

Item A. **Patents**

Owner	U.S. Patent No.	Issue Date	Title
Seedway, LLC	8431804	4/30/2013	Inbred Sweet Corn Line SWSL 01

Pending Trademark Applications

None.

Patent Applications in Preparation

None.

Item B. **Patent Licenses**

Borrower has granted licenses to use its intellectual property to its member cooperatives in connection with their membership.