

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3658552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DUARTE NURSERY, INC.	11/20/2015
RECEIVING PARTY DATA	
Name:	BANK OF THE WEST
Street Address:	4701 SISK ROAD
Internal Address:	SUITE 201
City:	MODESTO
State/Country:	CALIFORNIA
Postal Code:	95356
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14756676
Application Number:	14756675
Application Number:	14756672
Application Number:	14756673
CORRESPONDENCE DATA	
Fax Number:	(310)788-4471
<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:	310-788-4400
Email:	janie.freedman@kattenlaw.com
Correspondent Name:	JANE FREEDMAN C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	2029 CENTURY PARK EAST
Address Line 2:	SUITE 2600
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	342540-42
NAME OF SUBMITTER:	JANE FREEDMAN
SIGNATURE:	/Jane Freedman/
DATE SIGNED:	12/15/2015
Total Attachments: 3	

source=BOTW-Duarte - Patent Security Agreement#page1.tif
source=BOTW-Duarte - Patent Security Agreement#page2.tif
source=BOTW-Duarte - Patent Security Agreement#page3.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of November ²⁰, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by DUARTE NURSERY, INC., a California corporation (the "Grantor"), in favor of BANK OF THE WEST, a California banking corporation. (the "Lender"). Reference is hereby made to that certain Loan and Security Agreement dated as of April 15, 2013 between the Grantor (in such capacity, the "Borrower") and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

The Lender has agreed to extend credit to the Borrower, subject to the terms and conditions set forth in the Loan Agreement. Under the terms of the Loan Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Loan Agreement, did and hereby does grant to the Lender a security interest in, all of Grantor's right, title or interest in or to any and all of the patent registrations or applications for registration set forth in Schedule I attached hereto (the "*Patents*").

SECTION 3. Loan Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Patents are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. Execution In Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement by its duly authorized representative as of the date first written above.

DUARTE NURSERY INC., a California corporation

By: 

Name: John S. Duarte

Title: President

Schedule I

Title	Status	Application No./ Registration No.	Filing Date/Issued Date
US plant patent application for the UCB1-D154 Pistachio Rootstock Clone	Patent Pending	14/756,676	Filed September 29, 2015
US plant patent application for the UCB1-D110 Pistachio Rootstock Clone	Patent Pending	14/756,675	Filed September 29, 2015
US plant patent application for the UCB1-D90 Pistachio Rootstock Clone	Patent Pending	14/756,672	Filed September 29, 2015
US plant patent application for the UCB1-D71 Pistachio Rootstock Clone	Patent Pending	14/756,673	Filed September 29, 2015