

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5387415

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VERDESIAN LIFE SCIENCES U.S., LLC	02/19/2019
VERDESIAN LIFE SCIENCES LLC	02/19/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
<b>Street Address:</b>	30 HUDSON STREET, 36TH FLOOR
<b>City:</b>	JERSEY CITY
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10173941
<b>Application Number:</b>	16300349
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)835-7586
<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>	
<b>Phone:</b>	202-835-7500
<b>Email:</b>	dcip@milbank.com
<b>Correspondent Name:</b>	KRISTIN YOHANNAN, ESQ.
<b>Address Line 1:</b>	1850 K STREET, NW, SUITE 1100
<b>Address Line 2:</b>	MILBANK, TWEED, HADLEY & MCCLOY, LLP
<b>Address Line 4:</b>	WASHINGTON, D.C. 20006
<b>ATTORNEY DOCKET NUMBER:</b>	30045.64800
<b>NAME OF SUBMITTER:</b>	KRISTIN L. YOHANNAN
<b>SIGNATURE:</b>	/s/ Kristin L. Yohannan
<b>DATE SIGNED:</b>	02/22/2019
<b>Total Attachments: 5</b>	
source=Verdesian - February 2019 Patent Security Agreement [executed]#page1.tif	
source=Verdesian - February 2019 Patent Security Agreement [executed]#page2.tif	
source=Verdesian - February 2019 Patent Security Agreement [executed]#page3.tif	

source=Verdesian - February 2019 Patent Security Agreement [executed]#page4.tif

source=Verdesian - February 2019 Patent Security Agreement [executed]#page5.tif

## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of February 19, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of **GOLDMAN SACHS BANK USA**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement dated as of July 1, 2014, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### **SECTION. 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### **SECTION. 2. Grant of Security Interest**

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Patent Collateral**"):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed or required to be listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

### **SECTION. 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies

of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION. 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

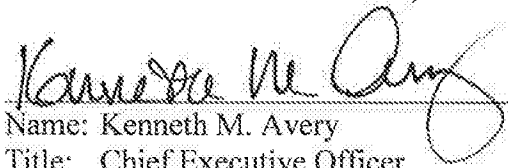
**SECTION. 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

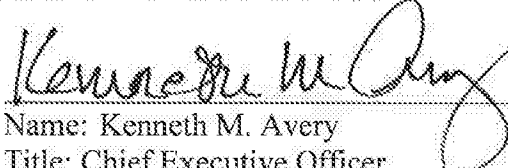
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VERDESIAN LIFE SCIENCES U.S., LLC

By:   
Name: Kenneth M. Avery  
Title: Chief Executive Officer

VERDESIAN LIFE SCIENCES LLC

By:   
Name: Kenneth M. Avery  
Title: Chief Executive Officer

Accepted and Agreed:

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By:   
Authorized Signatory

Gabriel Jacobson  
Authorized Signatory

**SCHEDULE A**  
to  
**PATENT SECURITY AGREEMENT**

PATENTS

VERD Ref	A&B Ref	Title	CNTRY	Serial #	Filed Date	Patent #	Issue Date
V450US01	495397	Fertilizers With Polyanionic Polymers And Method Of Applying Polyanionic Polymer To Plants	US	14/915,072	02/26/2016	10,173,941	01/08/2019
V350IL02	495323	Quick Drying Polymeric Coating	IL	248089	01/07/2010	248089	12/01/2018

PATENTS APPLICATIONS

VERD Ref	A&B Ref	Title	CNTRY	Serial #	Filed Date
V540US01	523771	Compositions For Controlling Enzyme-Induced Urea Decomposition	US	16/300,349	11/09/2018