

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5721635

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	AGRISOMA BIOSCIENCES INC.	06/21/2019
RECEIVING PARTY DATA		
Name:	CAPITAL REGIONAL ET COOPERATIF DESJARDINS	
Street Address:	2 COMPLEXE DESJARDINS	
Internal Address:	BUREAU 1717, TOUR EST	
City:	MONTREAL, QUEBEC	
State/Country:	CANADA	
Postal Code:	H5B 1B8	
PROPERTY NUMBERS Total: 27		
Property Type	Number	
Patent Number:	8546645	
Patent Number:	10081815	
Application Number:	15558153	
Application Number:	16165266	
Application Number:	62262032	
Application Number:	62326111	
Application Number:	62556575	
Application Number:	62677241	
Application Number:	62677243	
Application Number:	62677244	
Application Number:	62677250	
Application Number:	62683709	
Application Number:	62683719	
Application Number:	62683728	
Application Number:	62683774	
Application Number:	62683829	
Application Number:	62684292	
Application Number:	62684290	
Application Number:	62684293	

PATENT

Property Type	Number
Application Number:	62689402
Application Number:	62689406
Application Number:	62689410
Application Number:	62689413
Application Number:	62714130
Application Number:	62714134
Application Number:	62714137
Application Number:	62714140

CORRESPONDENCE DATA

Fax Number: (514)288-8389

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.

Phone: 514-847-4259

Email: Geanina.Ungureanu@nortonrosefulbright.com

Correspondent Name: SEBASTIEN CLARK

Address Line 1: C/O NORTON ROSE FULBRIGHT CANADA LLP

Address Line 2: 1 PLACE VILLE MARIE, SUITE 2500

Address Line 4: MONTREAL, QUEBEC, CANADA H3B 1R1

ATTORNEY DOCKET NUMBER: 1000145213

NAME OF SUBMITTER: SEBASTIEN CLARK

SIGNATURE: /Sebastien Clark/

DATE SIGNED: 09/17/2019

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of June 21, 2019, is made by Agrisoma Biosciences Inc. (the “**Grantor**”) in favour of Capital régional et coopératif Desjardins (the “**Secured Party**”).

WITNESSETH:

WHEREAS the Grantor, as borrower, Cycle Capital Fund III, L.P. and the Secured Party, as lenders, and Agrisoma USA Inc., 9875166 Canada Inc. and Agrisoma Australia Pty Ltd., as guarantors, entered into, or will enter into, on or about the date hereof, a loan agreement (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**Loan Agreement**”) pursuant to which, *inter alia*, the Secured Party agreed or will agree to make a loan to the Grantor, subject to the terms and conditions set forth therein, in an aggregate principal amount of CAN\$1,000,000;

WHEREAS, in accordance with the Loan Agreement, the Grantor has granted in favour of the Secured Party a hypothec on, and a security interest in, all of its assets, including, the IP Collateral (as defined below) (the “**Security**”) pursuant to certain security documents (including a movable hypothec and a general security agreement) entered into between the Grantor and the Secured Party on or about the date hereof (collectively and as amended, restated, supplemented, replaced and otherwise modified from time to time, the “**Security Documents**”);

WHEREAS the Grantor has agreed to execute and deliver in favour of the Secured Party this Agreement for purposes of recording the Security at the Canadian Intellectual Property Office (the “**CIPO**”) and the United States Patent and Trademark Office (the “**USPTO**”), as applicable;

WHEREAS all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Agreement and to advance the Loan, the Grantor hereby agrees with the Secured Party as follows:

Section 1. Grant of Security Interest in IP Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of its indebtedness, liabilities and obligations to the Secured Party under or pursuant to the Loan Documents, hereby assigns, mortgages, charges, pledges, grants in favour of the Secured Party a hypothec on, for a principal amount of CAN\$1,800,000 with interest thereon from the date of this Agreement at the rate of 25% per annum, and grants to the Secured Party a security interest in, all of its right, title and interest in, to and under the following property of the Grantor (the “**IP Collateral**”):

- (i) all of its trademarks, patents and other intellectual property rights, including, without limitation, all intellectual property licenses providing for the grant by or to the Grantor of any right under any trademark, patent

or other intellectual property rights, including, without limitation, those referred to on Schedule 1 hereto;

- (ii) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions of the foregoing, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto; and
- (iii) all goodwill of the business connected with the use of, and symbolized by, any of the foregoing, and all income, royalties, damages and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 2. Attachment. The Grantor acknowledges that (i) value has been given, (ii) it has rights in the IP Collateral or the power to transfer rights in the IP Collateral to the Secured Party (other than after-acquired IP Collateral), (iii) it has not agreed to postpone the time of attachment of the security interest and lien created hereunder, and (iv) it has received a copy of this Agreement.

Section 3. Security Documents. The security granted pursuant to this Agreement is granted in conjunction with the Security, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security in respect of the IP Collateral made and granted hereby are more fully set forth in the Security Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the provisions of the Security Documents, the terms of the Security Documents shall control.

Section 4. Recordation. The Grantor authorizes and requests that the commissioner, registrar or any other applicable government officer of the CIPO and the USPTO, as applicable, record this Agreement.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

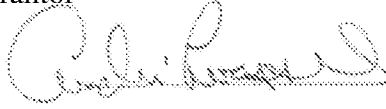
Section 6. Paramountcy. Notwithstanding anything herein to the contrary, the priority of the security interest and lien granted to the Secured Party in the IP Collateral pursuant to this Agreement, and the exercise of any right or remedy by the Secured Party with respect to the IP Collateral hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.

[Signature Pages Follow]

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

AGRISOMA BIOSCIENCES INC.,
as Grantor

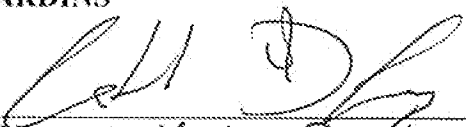
By: 

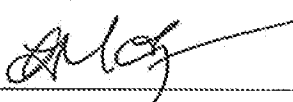
Name: André Levasseur

Title: Executive Vice-President and Chief
Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

**CAPITAL RÉGIONAL ET COOPÉRATIF
DESJARDINS**

By: 
Name: *Catherine Desauteres-Lamy*
Title: *Directrice Investissement*

By: 
Name: **Roland Léger**
Title: **Vice-président associé**

SCHEDULE I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Granted Patents and Patent Applications Owned by the Corporation:

US Patents/Applications

- United States Patent 8,546,645. (Inventors : Fabijanski; et al.) Filing Date: September 30, 2009, Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS THROUGH RDNA TARGETED INTEGRATION OF HETEROLOGOUS GENES. Issued October 1, 2013.
- United States Patent 10 081 815. (Inventors : Fabijanski; et al.) Filing Date: September 2, 2016, Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS THROUGH rDNA TARGETED INTEGRATION OF HETEROLOGOUS GENES. Issued September 25, 2018.
- United States Patent Application No. 15/558,153, (Inventors: M. Hetherington et al.), Filing date November 29, 2016; Title: METHOD FOR REMOVING GLUCOSINOLATES FROM OILSEED MEALS, Pub. Date: February 15, 2018, Publ. No. 2018/0042266.
- United States of America Patent Application No. 16/165,266 (Inventor: R. Bennett), Filing date October 19, 2018. Title: BRASSICA CARINATA CULTIVARS AGR044-312D AND AGR044-3A22A, Pub. Date: February 14, 2019, Publ. No. 20190045733.
- United States Provisional Patent Application No. 62/262,032 (Inventors: M. Hetherington et al.), Filing date December 2, 2015; Title: METHOD FOR REMOVING GLUCOSINOLATES FROM OILSEED MEALS.
- United States Provisional Patent Application No. 62/326,111, (Inventor: R. Bennett), Filing date April 22, 2016; Title: BRASSICA CARINATA CULTIVARS AGR044-312D AND AGR044-3A22A.
- United States Provisional Patent Application No. 62/556575 (Inventors : S. Fabijanski; et al.). Filing Date: September 11, 2017, Title: METHODS OF LOW CARBON INTENSITY AGRICULTURAL PRODUCTION OF BRASSICA CARINATA OILSEED CROP.
- United States Provisional Patent Application No. 62/677241, (Inventor: R. Bennett), Filing Date: May 29, 2018, Title: PLANTS AND SEEDS OF BRASSICA CARINATA VARIETY DH146.047.
- United States Provisional Patent Application No. 62/677243, (Inventor: R. Bennett), Filing Date: May 29, 2018, Title: PLANTS AND SEEDS OF BRASSICA CARINATA VARIETY DH-146.194.

- United States Provisional Patent Application No. 62/677244, (Inventor: R. Bennett), Filing Date: May 29, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-146.214.
- United States Provisional Patent Application No. 62/677250, (Inventor: R. Bennett), Filing Date: May 29, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-146.842.
- United States Provisional Patent Application No. 62/683709, (Inventor: R. Bennett), Filing Date: June 12, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-069.485.
- United States Provisional Patent Application No. 62/683719, (Inventor: R. Bennett), Filing Date: June 12, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-153.113.
- United States Provisional Patent Application No. 62/683728, (Inventor: R. Bennett), Filing Date: June 12, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-156.090D.
- United States Provisional Patent Application No. 62/683774, (Inventor: R. Bennett), Filing Date: June 12, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-140.251.
- United States Provisional Patent Application No. 62/683829, (Inventor: R. Bennett), Filing Date: June 12, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-140.356.
- United States Provisional Patent Application No. 62/684292, (Inventor: R. Bennett), Filing Date: June 13, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY AGR044-M01.
- United States Provisional Patent Application No. 62/684290, (Inventor: R. Bennett), Filing Date: June 13, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY AGR044-M06.
- United States Provisional Patent Application No. 62/684293, (Inventor: R. Bennett), Filing Date: June 13, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY AGR044-312E.
- United States Provisional Patent Application No. 62/689402, (Inventor: R. Bennett), Filing Date: June 25, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-40.008.
- United States Provisional Patent Application No. 62/689406, (Inventor: R. Bennett), Filing Date: June 25, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-56.149.

- United States Provisional Patent Application No. 62/689410, (Inventor: R. Bennett), Filing Date: June 25, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-157.715.
- United States Provisional Patent Application No. 62/689413, (Inventor: R. Bennett), Filing Date: June 25, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY AGR868-22B2.
- United States Provisional Patent Application No. 62/714130, (Inventor: R. Bennett), Filing Date: August 3, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-20.111.
- United States Provisional Patent Application No. 62/714134, (Inventor: R. Bennett), Filing Date: August 3, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-20.141.
- United States Provisional Patent Application No. 62/714137, (Inventor: R. Bennett), Filing Date: August 3, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY DH-129.B036.
- United States Provisional Patent Application No. 62/714140, (Inventor: R. Bennett), Filing Date: August 3, 2018, Title: PLANTS AND SEEDS OF *BRASSICA CARINATA* VARIETY AGR044-3B1.

Canadian Patents/Applications:

- Canadian Patent No. 2,979,103, (Inventors: Hetherington, et al), Title: METHOD FOR REMOVING GLUCOSINOLATES FROM OILSEED MEALS. Issued July 24, 2018; Expiry date: Nov. 29, 2036.
- Canadian Patent No. 2,738,575, (Inventors: Fabijanski; et al.), Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS BY RDNA TARGETED INTEGRATION OF HETEROLOGOUS NUCLEIC ACIDS. Issued Aug. 14, 2018; Expiry date: Sept. 20, 2029.

International Patents:

- Australian Patent: 2009299075 (Inventors: Fabijanski, et al), Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS; Expiry date: September 30, 2029.
- Brazilian Patent Application No. PI0913818-8, (Inventors: Fabijanski, et al); Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS.
- New Zealand Patent 591972, (Inventors: Fabijanski, et al); Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS; Expiry date: September 30, 2029.

- Malaysia Patent No. MY-161855-A, (Inventors: Fabijanski, et al); Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS Expiry date: September 30, 2029.
- Singapore Patent No. 170194 (Inventors: Fabijanski, et al); Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS. Expiry date: September 30, 2029.
- Israeli Patent No. 212112 (Inventors: Fabijanski, et al); Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS. Expiry date: September 30, 2029.
- European Patent No. 2340311, (Inventors: Fabijanski, et al); Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS; Expiry date: September 30, 2029.
- German Validation of European Patent No. 2340311, (Inventors: Fabijanski, et al); Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS, Expiry date: September 30, 2029.
- Great Britain Validation of European Patent No. 2340311, (Inventors: Fabijanski, et al); Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS; Expiry date: September 30, 2029.
- French Validation of European Patent No. 2340311, (Inventors: Fabijanski, et al); Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS; Expiry date: September 30, 2029.
- India Patent Application No. 2471/CHENP/2011 (Inventors: Fabijanski, et al); Filing Date: September 30, 2009. Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS.
- Australian Patent Application No. 2016363687 (Inventors: Hetherington et al), Filing Date: November 29, 2016, Title: METHOD FOR REMOVING GLUCOSINOLATES FROM OILSEED MEALS.
- European Patent Application No. 16869436.2 (Inventors: M. Hetherington et al), Filing Date: November 29, 2016, Title: METHOD FOR REMOVING GLUCOSINOLATES FROM OILSEED MEALS.
- Brazilian Patent Application No. 112018008829 (Inventors: M. Hetherington et al), Filing Date: November 29, 2016, Title: METHOD FOR REMOVING GLUCOSINOLATES FROM OILSEED MEALS.
- Argentine Patent Application No. P160103681 (Inventors: M. Hetherington et al), Filing Date: November 29, 2016, Title: METHOD FOR REMOVING GLUCOSINOLATES FROM OILSEED MEALS.
- Uruguay Patent Application No.: 37.001, (Inventors: M. Hetherington et al), Filing Date: November 30, 2016, Title: METHOD FOR REMOVING GLUCOSINOLATES FROM OILSEED MEALS.

- Paraguay Patent Application No.: 16/78592 (Inventors: M. Hetherington et al), Filing Date: November 30, 2016, Title: METHOD FOR REMOVING GLUCOSINOLATES FROM OILSEED MEALS.
- Australian Patent Application No. 2017254753, (Inventor: R. Bennett) Filing Date: April 18, 2017, Title: BRASSICA CARINATA CULTIVARS AGR044-312D AND AGR044-3A22;.

Patent Cooperation Treaty (PCT):

- International Patent Application No. PCT/CA2009/001341, (Inventors: Fabijanski, et al); Title: PRODUCTION OF MODIFIED FATTY ACIDS IN PLANTS; International Filing Date: September 30, 2009, Pub. No.: WO2010/037209, Publication Date: April 8, 2010.
- International Patent Application No. PCT/CA2017/050474, (Inventor: R. Bennett) Title: BRASSICA CARINATA CULTIVARS AGR044-312D AND AGR044-3A22; International Filing Date: April 18, 2017, Pub. No. WO2017/181276, Pub. Date: October 26, 2017.
- International Patent Application No. PCT/CA2016/051401, (Inventors: Hetherington, et al). Title: METHOD FOR REMOVING GLUCOSINOLATES FROM OILSEED MEALS; International Filing Date: Nov. 29, 2016, Pub. No. WO2017/09189, Pub. Date: June 8, 2017.
- International Patent Application No. PCT/CA2018/051111, (Inventors: Fabijanski, et al); Title: METHODS OF LOW CARBON INTENSITY AGRICULTURAL PRODUCTION OF BRASSICA CARINATA OILSEED CROP. International Filing Date: Sept. 10, 2018. Pub. No. WO2019/046968. Pub. Date: March 14, 2019.

2. Trademarks

Canada:

Trademark	Number and Date of Application	Number and Date of Registration	Status
RESONANCE	1553859 2011-11-25	TMA838401 2012-12-13	Active

United States:

Trademark	Number and Date of Application	Number and Date of Registration	Status
RESONANCE	85499682 2011-12-20	4409401 2013-10-01	Live