

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5910180

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
S&W SEED COMPANY	12/26/2019
SEED HOLDING, LLC	12/26/2019
STEVIA CALIFORNIA, LLC	12/26/2019

**RECEIVING PARTY DATA**

<b>Name:</b>	CIBC BANK USA
<b>Street Address:</b>	120 S. LASALLE STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603

**PROPERTY NUMBERS Total: 15**

Property Type	Number
Patent Number:	7652195
Patent Number:	8461420
Patent Number:	8471103
Patent Number:	8466343
Patent Number:	8802930
Patent Number:	8822760
Patent Number:	9814191
Patent Number:	9877446
Patent Number:	9585350
Application Number:	14544136
Application Number:	14544200
Application Number:	14757095
Application Number:	14999118
Patent Number:	8373025
Application Number:	62513074

**CORRESPONDENCE DATA**

Fax Number: (312)580-2201

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***PATENT**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3125805062  
**Email:** drogers@thompsoncoburn.com  
**Correspondent Name:** DIONA E. ROGERS  
**Address Line 1:** 55 E. MONROE STREET  
**Address Line 2:** 37TH FLOOR  
**Address Line 4:** CHICAGO, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	974861.192725
<b>NAME OF SUBMITTER:</b>	DIONA E. ROGERS
<b>SIGNATURE:</b>	/Diona E. Rogers/
<b>DATE SIGNED:</b>	01/14/2020

**Total Attachments: 20**

source=Corrected (2) Intellectual Property Security Agreement dated 12.26.2019#page1.tif  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is executed and delivered as of December 26, 2019, by S&W Seed Company, a Nevada corporation ("S&W Seed"), Seed Holding, LLC, a Nevada limited liability company ("Seed Holding"), and Stevia California, LLC, a California limited liability company ("Stevia CA"); S&W Seed, Seed Holding and Stevia CA are each individually a "Borrower" and collectively referred to as "Borrowers") to CIBC BANK USA (in its individual capacity, "CIBC US"), as administrative agent ("Administrative Agent"), for the benefit of the "Lenders" (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lenders are providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers evidenced by, among other documents, (i) that certain Loan and Security Agreement of even date herewith by and among Borrowers, the other Loan Parties thereto, the financial institutions that are or may from time to time become parties thereto (together with their respective successors and assigns, the "Lenders") and Administrative Agent (as amended or restated from time to time, the "Loan Agreement"), and (ii) any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the Loan Agreement (the "Other Documents") (the Other Documents, together with the Loan Agreement are collectively, the "Loan Documents");

WHEREAS, pursuant to the Loan Agreement, Borrowers granted to Administrative Agent a security interest and lien in and to all of Borrowers' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lenders are willing to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers execute and deliver this Agreement to Administrative Agent for the benefit of all Lenders.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Administrative Agent set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers covenant unto and agree with Administrative Agent as follows:

1. Incorporation of Loan Agreement. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. Collateral Assignment of Intellectual Property. To secure the full and timely payment and performance of the Obligations, each Borrower hereby grants and conveys to Administrative Agent, for the benefit of the Lenders, a security interest and lien in and to all of such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the "Intellectual Property Collateral");

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof,

(iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively, the "Licenses"); and

E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrowers acknowledge and agree that upon the occurrence of an Event of Default, and upon written notice to Borrowers, the Intellectual Property Collateral shall be immediately conveyed to Administrative Agent without any further action by any party, and Administrative Agent shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Administrative Agent all agreements, instruments, documents and other written matter that Administrative Agent may request, in form and substance acceptable to Administrative Agent, to perfect and maintain perfected Administrative Agent's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

### 3. Restrictions on Future Agreements.

A. Borrowers agree that until the Obligations shall have been paid and satisfied in full and the Loan Documents have been terminated, Borrowers will not, without Administrative Agent's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrowers' obligations under this Agreement. Borrowers further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Administrative Agent under this Agreement.

B. Each Borrower hereby represents and warrants to Administrative Agent that such Borrower has not granted any license or security interest to any Person other than Administrative Agent in connection with any of the Intellectual Property Collateral. Each Borrower hereby covenants unto Administrative Agent that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Borrower shall not grant any license or security interest to any third party in connection with the Intellectual Property Collateral without Administrative Agent's prior written consent.

4. New Trademarks, Patents, Copyrights and Licenses. Each Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the material trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by such Borrower. If, prior to payment of the Obligations in full, such Borrower shall (i) obtain rights to any new material trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any material trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and such Borrower shall provide Administrative Agent with prompt notice thereof, which in any event shall be within ten (10) days. Borrowers hereby authorize Administrative Agent to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future material trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Borrower hereby agrees that the use by Administrative Agent of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Administrative Agent to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Administrative Agent of the Obligations in full and the termination of the Loan Documents.

6. **Administrative Agent's Right to Inspect.** Administrative Agent shall have the right to inspect Borrowers' premises and to examine Borrowers' books, records and operations, including, without limitation, Borrowers' quality control processes with reasonable prior written notice to Borrowers. Upon an Event of Default, Borrowers agree that Administrative Agent shall have the right to establish such additional product quality controls as Administrative Agent, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Each Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Administrative Agent's prior written consent.

7. **Nature and Termination of Administrative Agent's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Administrative Agent any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrowers.** Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any Intellectual Property Collateral, without the consent of Administrative Agent.

9. **Administrative Agent's Right to Sue.** Upon an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Administrative Agent shall commence any such suit, Borrowers shall, at the request of Administrative Agent, do any and all acts and execute any and all instruments, documents and agreements required by Administrative Agent to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Administrative Agent's failure at any time or times hereafter to require strict performance by Borrowers of any provision of this Agreement shall not waive, affect or diminish any right of Lenders thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lenders of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Agreement and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lenders unless such suspension or waiver is in writing signed by officers of Administrative Agent and the Required Lenders and directed to Borrowers specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Administrative Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent as such Borrower's true and lawful attorney-in-fact, with power, exercisable solely upon an Event of Default and commencement by Administrative Agent of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Administrative Agent decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Administrative Agent may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Administrative Agent and all Lenders for any infringement claims or other similar claims filed or asserted against Administrative Agent or any of the Lenders from the use of any of the Intellectual Property Collateral. Borrowers hereby ratify all actions that attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Borrowers or any Borrower and Administrative Agent have been terminated. Borrowers acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or any of the Lenders under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrowers and their respective successors and assigns, and shall inure to the benefit of Administrative Agent, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Joint and Several.** All references to "Borrowers" and "Borrower" shall mean S&W Seed, Seed Holding, and Stevia CA, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of S&W Seed, Seed Holding, and Stevia CA.

*[signature page follows]*



IN WITNESS WHEREOF, each Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

**S&W Seed Company,**  
a Nevada corporation

**Seed Holding, LLC,**  
a Nevada limited liability company

By \_\_\_\_\_  
Matthew K. Szot, Executive Vice President  
and Chief Financial Officer

By \_\_\_\_\_  
Matthew K. Szot, Manager

**Stevia California, LLC,**  
a California limited liability company

By \_\_\_\_\_  
Matthew K. Szot, Manager

**ACCEPTANCE**

The undersigned, CIBC Bank USA, as Administrative Agent, accepts the foregoing collateral assignment of Intellectual Property.

CIBC BANK USA, as Administrative Agent

By:   
Jennifer Kempton, Managing Director



SCHEDULE A

Trademarks and Trademark Registrations

See attached.

December 10, 2019

**S&W SEED COMPANY  
IP PORTFOLIO**

**PATENTS:**

<b>PATENT DOCUMENT TITLE COUNTRY</b>	<b>PRIORITY NUMBER (IF APPLICABLE) APPLICATION NUMBER (USSN) PATENT NUMBER (USPN) STATUS</b>	<b>PRIORITY DATE (IF APPLICABLE) FILING DATE ISSUE DATE EXPIRATION DATE NEXT ACTION</b>
ALFALFA VARIETY 53V52 UNITED STATES	USSN 11/533,383 USPN 7,652,195 ISSUED US PATENT	FILED 09/20/2006 ISSUED 01/26/2010 EXPIRATION 05/22/2028 NEXT ACTION 11.5 YR MAINTENANCE FEE DUE ON 07/26/2021
ALFALFA VARIETY 05N16PY UNITED STATES	USSN 13/252,674 USPN 8,461,420 ISSUED US PATENT	FILED 10/04/2011 ISSUED 06/11/2013 EXPIRATION 10/04/2031 NEXT ACTION 7.5 YR MAINTENANCE FEE DUE ON 12/11/2020
ALFALFA VARIETY 06N02PX UNITED STATES	USSN 13/252,692 USPN 8,471,103 ISSUED US PATENT	FILED 10/04/2011 ISSUED 06/25/2013 EXPIRATION 10/04/2031 NEXT ACTION 7.5 YR MAINTENANCE FEE DUE ON 12/25/2020
ALFALFA VARIETY 07W01CZ UNITED STATES	USSN 13/252,706 USPN 8,466,343 ISSUED US PATENT	FILED 10/04/2011 ISSUED 06/18/2013 EXPIRATION 10/04/2031 NEXT ACTION 7.5 YR MAINTENANCE FEE DUE ON 12/18/2020
ALFALFA VARIETY 55Q27 UNITED STATES	USSN 13/413,254 USPN 8,802,930 ISSUED US PATENT	FILED 03/06/2012 ISSUED 08/12/2014 EXPIRATION 08/02/2032 NEXT ACTION 7.5 YR MAINTENANCE FEE DUE ON 12/12/2022
ALFALFA VARIETY 09N12CY UNITED STATES	USSN 13/413,267 USPN 8,822,760 ISSUED US PATENT	FILED 03/06/2012 ISSUED 09/02/2014 EXPIRATION 07/29/2032 NEXT ACTION 3.5 YR MAINTENANCE FEE DUE ON 03/02/2022
ALFALFA VARIETY 55Q28 UNITED STATES	PRIORITY NO. 62/095,258 USSN 14/971,950 USPN 9,814,191 ISSUED US PATENT	PRIORITY DATE 12/22/2014 FILED 12/16/2015 ISSUED 11/14/2017 EXPIRATION 01/29/2036 NEXT ACTION 3.5 YR MAINTENANCE FEE DUE ON 05/14/2021
ALFALFA VARIETY 54Q14 UNITED STATES	PRIORITY NO. 62/095,279 USSN 14/971,938 USPN 9,877,446 ISSUED US PATENT	PRIORITY DATE 12/22/2014 FILED 12/16/2015 ISSUED 01/30/2018 EXPIRATION 03/03/2036 NEXT ACTION 3.5 YR MAINTENANCE FEE DUE ON 07/30/2021

PATENT DOCUMENT TITLE COUNTRY	PRIORITY NUMBER (IF APPLICABLE) APPLICATION NUMBER (USSN) PATENT NUMBER (USPN) STATUS	PRIORITY DATE (IF APPLICABLE) FILING DATE ISSUE DATE EXPIRATION DATE NEXT ACTION
ALFALFA VARIETY SW5213 UNITED STATES	PRIORITY NO. 62/095,286 USSN 14/971,970 USPN 9,585,350 ISSUED US PATENT	PRIORITY DATE 12/22/2014 FILED 12/16/2015 ISSUED 03/07/2017 EXPIRATION 12/16/2035 NEXT ACTION 3.5 YR MAINTENANCE FEE DUE ON 09/07/2020
STEVIA PLANT NAMED 'SW 107' UNITED STATES	USSN 14/544,136 PP27,937 P3 ISSUED US PATENT	FILED 11/30/2014 ISSUED 04/25/2017 EXPIRATION 04/29/2035
STEVIA PLANT NAMED 'SW 201' UNITED STATES	USSN 14/544,200 PP27,815 P3 ISSUED US PATENT	FILED 12/08/2014 ISSUED 03/28/2017 EXPIRATION 04/29/2035
STEVIA PLANT NAMED 'SW 129' UNITED STATES	USSN 14/757,095 PP28,873 P3 ISSUED US PATENT	FILED 11/17/2015 ISSUED 09/12/2017 EXPIRATION 11/30/2035
STEVIA PLANT NAMED 'SW 227' UNITED STATES	USSN 14/999,118 PP28,977 P3 ISSUED US PATENT	FILED 03/31/2016 ISSUED 02/20/2018 EXPIRATION 04/07/2036
HERBICIDE RESISTANT SORGHUM UNITED STATES	USSN 12/700,276 USPN 8,373,025 ISSUED US PATENT	FILED 02/04/2010 ISSUED 02/12/2013 EXPIRATION 11/09/2030 NEXT ACTION 7.5 YR MF DUE 08-12-2020
MUTATIONS CONFERRING ACETYL- COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM UNITED STATES	PRIORITY: US 62/513,074 USSN 15/993,081 PENDING US PATENT APPLICATION	PRIORITY DATE 05-31-2017 FILED 05/30/2018 NEXT ACTION FIRST OFFICE ACTION EXPECTED AROUND 03-30-2020
MUTATIONS CONFERRING ACETYL- COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM ARGENTINA	PRIORITY: US 62/513,074 AR P180101423 PENDING AR PATENT APPLICATION	PRIORITY DATE 05-31-2017 FILED 05/30/2018 NEXT ACTION AWAITING 1 <sup>ST</sup> OFFICE ACTION
MUTATIONS CONFERRING ACETYL- COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM URUGUAY	PRIORITY: US 62/513,074 UY 37,750 PENDING UY PATENT APPLICATION	PRIORITY DATE 05-31-2017 FILED 05/30/2018 NEXT ACTION AWAITING 1 <sup>ST</sup> OFFICE ACTION
MUTATIONS CONFERRING ACETYL- COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM PATENT COOPERATION TREAT (PCT)	PRIORITY: US 62/513,074 PCT/US2018/035131 PENDING PCT APPLICATION	PRIORITY DATE 05-31-2017 FILED 05/30/2018 NEXT ACTION NATIONAL PHASE ENTRY UNDERWAY (the PCT has been filed in ARIPO, AU, BR, MX, ZA; still awaiting the EPO & UA filings)
MUTATIONS CONFERRING ACETYL- COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM ARIPO (African Regional Intellectual Property Organization)	PRIORITY: US 62/513,074 & PCT/US2018/035131 APPLICATION NUMBER NOT YET ISSUED PENDING ARIPO PATENT APPLICATION	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE 12-09-2019

PATENT DOCUMENT TITLE COUNTRY	PRIORITY NUMBER (IF APPLICABLE) APPLICATION NUMBER (USSN) PATENT NUMBER (USPN) STATUS	PRIORITY DATE (IF APPLICABLE) FILING DATE ISSUE DATE EXPIRATION DATE NEXT ACTION
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM AUSTRALIA	PRIORITY: US 62/513,074 & PCT/US2018/035131 AU 2018277822 PENDING AU PATENT APPLICATION	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE 11-25-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM BRAZIL	PRIORITY: US 62/513,074 & PCT/US2018/035131 BR 112019024729-7 PENDING BR PATENT APPLICATION	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE 11-25-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM MEXICO	PRIORITY: US 62/513,074 & PCT/US2018/035131 MX/a/2019/014452 PENDING MX PATENT APPLICATION	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE 12-09-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM SOUTH AFRICA	PRIORITY: US 62/513,074 & PCT/US2018/035131 ZA 2019/08169 PENDING ZA PATENT APPLICATION	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE 12-09-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM EPO (European Patent Office)	PRIORITY: US 62/513,074 & PCT/US2018/035131 EPO 18810228.9 (the EPO assigns all PCT Applications an EPO number) APPLICATION NOT YET FILED	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE (Before 12-30-2019)
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM UKRAINE	PRIORITY: US 62/513,074 & PCT/US2018/035131 APPLICATION NOT YET FILED	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE (Before 12-30-2019)

#### PVP CERTIFICATES:

COUNTRY & PVP NAME	PVP APPLICATION NUMBER PVP CERTIFICATE NUMBER	PVP APPLICATION DATE PVP REGISTRATION DATE PVP EXPIRATION DATE NEXT ACTION
EUROPE (CVPO) ALFALFA PR59N59	CVPO APPLICATION NO. 2008/2160 CVPO CERTIFICATE NO. 33444	APPLICATION DATE 10/02/2008 REGISTRATIO DATE 12/17/2012 EXPIRATION DATE 12/31/2037 NEXT ACTION 9 <sup>th</sup> YEAR ANNUITY DUE DATE 07/31/2020
US (PVPO) ALFALFA 'SW 8421S'	PVPO APPLICATION NO. 201000082 PVPO CERTIFICATE NO. 201000082	APPLICATION DATE 12/24/2009 REGISTRATION DATE 09/29/2015 EXPIRATION DATE 09/29/2035

**TRADEMARKS:**

TRADEMARK (COUNTRY) & DESCRIPTION	APPLICATION NUMBER REGISTRATION NUMBER STATUS	FILING DATE REGISTRATION DATE NEXT ACTION
<b>KANDI LEAF (WORD &amp; DESIGN) (US)</b> U.S. Trademark Application for natural stevia plants and flowers; fresh or dried stevia leaves; stevia seeds; stevia extracts; stevia derivatives, in International Class 031.	APPLICATION NO. 86818862 REGISTRATION NO. 5062383 REGISTERED US MARK	FILED 11/13/2015 REGISTERED 10/18/2016 6-YR STATEMENT OF USE DUE ON 10-18-2022
<b>KANDILEAF (WORD MARK) (MEXICO)</b> Mexican Trademark Application for natural stevia plants and flowers; fresh or dried stevia leaves; stevia seeds; stevia extracts; stevia derivatives, in International Class 031.	SERIAL NO. 86454145  REGISTERED US MARK	FILED 11/13/2014
<b>CALIFORNIA QUALITY ALFALFA SEED (WORD &amp; DESIGN) (US)</b> Agricultural seeds sold in bags or pouches; alfalfa plant seeds sold in bags or pouches, in International Class 31.	APPLICATION NO. 87070030 REGISTRATION NO. 5221338 REGISTERED US MARK	FILED 06/13/2016 REGISTERED 06/13/2017 6-YR STATEMENT OF USE DUE ON 06-13-2023
<b>ALFALFA SEED ORIGIN CALIFORNIA (WORD &amp; DESIGN) (US)</b> Agricultural seeds sold in bags or pouches; alfalfa plant seeds sold in bags or pouches, in International Class 31.	APPLICATION NO. 87070050 REGISTRATION NO. 5221339 REGISTERED US MARK	FILED 06/13/2016 REGISTERED 06/13/2017 6-YR STATEMENT OF USE DUE ON 06-13-2023
<b>RUGGED RANGER ALFALFA SEED (WORD &amp; DESIGN) (US)</b> Agricultural seeds sold in bags or pouches; alfalfa plant seeds sold in bags or pouches, in International Class 31.	APPLICATION NO. 87407286 REGISTRATION NO. 5489487 REGISTERED US MARK	FILED 04/11/2017 REGISTERED 06-12-2018 6-YR STATEMENT OF USE DUE ON 06-12-2024
<b>SORGHUM PARTNERS (WORD MARK) (US)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 76157622 REGISTRATION NO. 2653396 REGISTERED US MARK	FILED 12-02-2000 REGISTERED 11-26-2002 20-YR RENEWAL DUE ON 11-26-2022
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (US)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 78625743 REGISTRATION NO. 3082785 REGISTERED US MARK	FILED 05-09-2005 REGISTERED 04-18-2006 20-YR RENEWAL DUE ON 04-18-2026
<b>SORGHUM GRAIN LOGO (DESIGN) (US)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 77917870 REGISTRATION NO. 3837689 REGISTERED US MARK	FILED 01-22-2010 REGISTERED 08-24-2010 10-YR RENEWAL DUE ON 08-24-2020
<b>SORGHUM PARTNERS (WORD MARK) (TEXAS STATE MARK)</b> Agricultural seed products, namely, sorghum, in International Class 31.	TRADEMARK NO. 6027017 REGISTERED TEXAS STATE MARK	TRADEMARK DATE 04-18-2001 20-YR RENEWAL DUE ON 04-18-2021
<b>SORGHUM PARTNERS (WORD MARK) (AUSTRALIA)</b> Agricultural seeds; agricultural seeds for growing crops for use for feedstock and biofuels, namely, sorghum and pearl millet; and crop seeds, in International Class 31.	APPLICATION NO. 1771667 REGISTRATION NO. 1771667 REGISTERED AU MARK	FILED 05-19-2016 REGISTERED 02-10-2017 10-YR RENEWAL DUE ON 05-19-2026
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (AUSTRALIA)</b> Agricultural seeds; agricultural seeds for growing crops for use for feedstock and biofuels, namely, sorghum and pearl millet; and crop seeds, in International Class 31.	APPLICATION NO. 1771670 REGISTRATION NO. 1771670 REGISTERED AU MARK	FILED 05-19-2016 REGISTERED 02-10-2017 10-YR RENEWAL DUE ON 05-19-2026
<b>SORGHUM PARTNERS (WORD MARK) (MEXICO)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 0119851569109 PENDING MX MARK	FILED 01-20-2015

TRADEMARK (COUNTRY) & DESCRIPTION	APPLICATION NUMBER REGISTRATION NUMBER STATUS	FILING DATE REGISTRATION DATE NEXT ACTION
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (MEXICO)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 0119851726042 REGISTRATION NO. 1648064 REGISTERED MX MARK	FILED 03-15-2016 REGISTERED 06-20-2016 10-YR RENEWAL DUE ON 03-15-2026
<b>SORGHUM PARTNERS (WORD MARK) (PAKISTAN)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 398750 PENDING PK MARK	FILED 10-05-2015
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (PAKISTAN)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 398751 PENDING PK MARK	FILED 10-05-2015
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (ARGENTINA)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 3598227 REGISTRATION NO. 2955464 REGISTERED AR MARK	FILED 04-25-2017 REGISTERED 09-13-2018 10-YR RENEWAL DUE ON 04-25-2027
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (URUGUAY)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 483522 PENDING UY MARK	FILED 05-03-2017
<b>SORGHUM PARTNERS (WORD MARK) (BRAZIL)</b> Agricultural seed products, namely, sorghum, in International Class 31.	ORDERED (Not yet filed).	
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (BRAZIL)</b> Agricultural seed products, namely, sorghum, in International Class 31.	ORDERED (Not yet filed).	
<b>ALFALFA PARTNERS (WORD MARK) (US)</b> Seeds for agricultural purposes; Seeds for horticultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Crop seeds; Plant seeds; Sowing seeds; Unprocessed seeds for agricultural use, in International Class 31.	APPLICATION NO. 88624203 PENDING US MARK	FILED 09-19-2019
<b>ALFALFA PARTNERS (WORD &amp; DESIGN) (US)</b> Seeds for agricultural purposes; Seeds for horticultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Crop seeds; Plant seeds; Sowing seeds; Unprocessed seeds for agricultural use, in International Class 31.	APPLICATION NO. 88624204 PENDING US MARK	FILED 09-19-2019

**SCHEDULE B**

**PATENTS AND PATENT REGISTRATIONS**

See attached.

# **S&W SEED COMPANY** **IP PORTFOLIO**

## **PATENTS:**

PATENT DOCUMENT TITLE COUNTRY	PRIORITY NUMBER (IF APPLICABLE) APPLICATION NUMBER (USSN) PATENT NUMBER (USPN) STATUS	PRIORITY DATE (IF APPLICABLE) FILING DATE ISSUE DATE EXPIRATION DATE NEXT ACTION
ALFALFA VARIETY 53V52 UNITED STATES	USSN 11/533,383 USPN 7,652,195 ISSUED US PATENT	FILED 09/20/2006 ISSUED 01/26/2010 EXPIRATION 05/22/2028 NEXT ACTION 11.5 YR MAINTENANCE FEE DUE ON 07/26/2021
ALFALFA VARIETY 05N16PY UNITED STATES	USSN 13/252,674 USPN 8,461,420 ISSUED US PATENT	FILED 10/04/2011 ISSUED 06/11/2013 EXPIRATION 10/04/2031 NEXT ACTION 7.5 YR MAINTENANCE FEE DUE ON 12/11/2020
ALFALFA VARIETY 06N02PX UNITED STATES	USSN 13/252,692 USPN 8,471,103 ISSUED US PATENT	FILED 10/04/2011 ISSUED 06/25/2013 EXPIRATION 10/04/2031 NEXT ACTION 7.5 YR MAINTENANCE FEE DUE ON 12/25/2020
ALFALFA VARIETY 07W01CZ UNITED STATES	USSN 13/252,706 USPN 8,466,343 ISSUED US PATENT	FILED 10/04/2011 ISSUED 06/18/2013 EXPIRATION 10/04/2031 NEXT ACTION 7.5 YR MAINTENANCE FEE DUE ON 12/18/2020
ALFALFA VARIETY 55Q27 UNITED STATES	USSN 13/413,254 USPN 8,802,930 ISSUED US PATENT	FILED 03/06/2012 ISSUED 08/12/2014 EXPIRATION 08/02/2032 NEXT ACTION 7.5 YR MAINTENANCE FEE DUE ON 12/12/2022
ALFALFA VARIETY 09N12CY UNITED STATES	USSN 13/413,267 USPN 8,822,760 ISSUED US PATENT	FILED 03/06/2012 ISSUED 09/02/2014 EXPIRATION 07/29/2032 NEXT ACTION 3.5 YR MAINTENANCE FEE DUE ON 03/02/2022
ALFALFA VARIETY 55Q28 UNITED STATES	PRIORITY NO. 62/095,258 USSN 14/971,950 USPN 9,814,191 ISSUED US PATENT	PRIORITY DATE 12/22/2014 FILED 12/16/2015 ISSUED 11/14/2017 EXPIRATION 01/29/2036 NEXT ACTION 3.5 YR MAINTENANCE FEE DUE ON 05/14/2021
ALFALFA VARIETY 54Q14 UNITED STATES	PRIORITY NO. 62/095,279 USSN 14/971,938 USPN 9,877,446 ISSUED US PATENT	PRIORITY DATE 12/22/2014 FILED 12/16/2015 ISSUED 01/30/2018 EXPIRATION 03/03/2036 NEXT ACTION 3.5 YR MAINTENANCE FEE DUE ON 07/30/2021



PATENT DOCUMENT TITLE COUNTRY	PRIORITY NUMBER (IF APPLICABLE) APPLICATION NUMBER (USSN) PATENT NUMBER (USPN) STATUS	PRIORITY DATE (IF APPLICABLE) FILING DATE ISSUE DATE EXPIRATION DATE NEXT ACTION
ALFALFA VARIETY SW5213 UNITED STATES	PRIORITY NO. 62/095,286 USSN 14/971,970 USPN 9,585,350 ISSUED US PATENT	PRIORITY DATE 12/22/2014 FILED 12/16/2015 ISSUED 03/07/2017 EXPIRATION 12/16/2035 NEXT ACTION 3.5 YR MAINTENANCE FEE DUE ON 09/07/2020
STEVIA PLANT NAMED 'SW 107' UNITED STATES	USSN 14/544,136 PP27,937 P3 ISSUED US PATENT	FILED 11/30/2014 ISSUED 04/25/2017 EXPIRATION 04/29/2035
STEVIA PLANT NAMED 'SW 201' UNITED STATES	USSN 14/544,200 PP27,815 P3 ISSUED US PATENT	FILED 12/08/2014 ISSUED 03/28/2017 EXPIRATION 04/29/2035
STEVIA PLANT NAMED 'SW 129' UNITED STATES	USSN 14/757,095 PP28,873 P3 ISSUED US PATENT	FILED 11/17/2015 ISSUED 09/12/2017 EXPIRATION 11/30/2035
STEVIA PLANT NAMED 'SW 227' UNITED STATES	USSN 14/999,118 PP28,977 P3 ISSUED US PATENT	FILED 03/31/2016 ISSUED 02/20/2018 EXPIRATION 04/07/2036
HERBICIDE RESISTANT SORGHUM UNITED STATES	USSN 12/700,276 USPN 8,373,025 ISSUED US PATENT	FILED 02/04/2010 ISSUED 02/12/2013 EXPIRATION 11/09/2030 NEXT ACTION 7.5 YR MF DUE 08-12-2020
MUTATIONS CONFERRING ACETYL- COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM UNITED STATES	PRIORITY: US 62/513,074 USSN 15/993,081 PENDING US PATENT APPLICATION	PRIORITY DATE 05-31-2017 FILED 05/30/2018 NEXT ACTION FIRST OFFICE ACTION EXPECTED AROUND 03-30-2020
MUTATIONS CONFERRING ACETYL- COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM ARGENTINA	PRIORITY: US 62/513,074 AR P180101423 PENDING AR PATENT APPLICATION	PRIORITY DATE 05-31-2017 FILED 05/30/2018 NEXT ACTION AWAITING 1 <sup>ST</sup> OFFICE ACTION
MUTATIONS CONFERRING ACETYL- COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM URUGUAY	PRIORITY: US 62/513,074 UY 37,750 PENDING UY PATENT APPLICATION	PRIORITY DATE 05-31-2017 FILED 05/30/2018 NEXT ACTION AWAITING 1 <sup>ST</sup> OFFICE ACTION
MUTATIONS CONFERRING ACETYL- COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM PATENT COOPERATION TREAT (PCT)	PRIORITY: US 62/513,074 PCT/US2018/035131 PENDING PCT APPLICATION	PRIORITY DATE 05-31-2017 FILED 05/30/2018 NEXT ACTION NATIONAL PHASE ENTRY UNDERWAY (the PCT has been filed in ARIPO, AU, BR, MX, ZA; still awaiting the EPO & UA filings)
MUTATIONS CONFERRING ACETYL- COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM ARIPO (African Regional Intellectual Property Organization)	PRIORITY: US 62/513,074 & PCT/US2018/035131 APPLICATION NUMBER NOT YET ISSUED PENDING ARIPO PATENT APPLICATION	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE 12-09-2019

PATENT DOCUMENT TITLE COUNTRY	PRIORITY NUMBER (IF APPLICABLE) APPLICATION NUMBER (USSN) PATENT NUMBER (USPN) STATUS	PRIORITY DATE (IF APPLICABLE) FILING DATE ISSUE DATE EXPIRATION DATE NEXT ACTION
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM AUSTRALIA	PRIORITY: US 62/513,074 & PCT/US2018/035131 AU 2018277822 PENDING AU PATENT APPLICATION	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE 11-25-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM BRAZIL	PRIORITY: US 62/513,074 & PCT/US2018/035131 BR 112019024729-7 PENDING BR PATENT APPLICATION	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE 11-25-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM MEXICO	PRIORITY: US 62/513,074 & PCT/US2018/035131 MX/a/2019/014452 PENDING MX PATENT APPLICATION	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE 12-09-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM SOUTH AFRICA	PRIORITY: US 62/513,074 & PCT/US2018/035131 ZA 2019/08169 PENDING ZA PATENT APPLICATION	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE 12-09-2019
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM EPO (European Patent Office)	PRIORITY: US 62/513,074 & PCT/US2018/035131 EPO 18810228.9 (the EPO assigns all PCT Applications an EPO number) APPLICATION NOT YET FILED	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE (Before 12-30-2019)
MUTATIONS CONFERRING ACETYL-COA CARBOXYLASE INHIBITING HERBICIDE TOLERANCE IN SORCGHUM UKRAINE	PRIORITY: US 62/513,074 & PCT/US2018/035131 APPLICATION NOT YET FILED	PRIORITY DATE 05-31-2017 EFFECTIVE FILING DATE 05-30-2018 LOCAL FILING DATE (Before 12-30-2019)

**PVP CERTIFICATES:**

COUNTRY & PVP NAME	PVP APPLICATION NUMBER PVP CERTIFICATE NUMBER	PVP APPLICATION DATE PVP REGISTRATION DATE PVP EXPIRATION DATE NEXT ACTION
EUROPE (CVPO) ALFALFA PR59N59	CVPO APPLICATION NO. 2008/2160 CVPO CERTIFICATE NO. 33444	APPLICATION DATE 10/02/2008 REGISTRATIO DATE 12/17/2012 EXPIRATION DATE 12/31/2037 NEXT ACTION 9 <sup>th</sup> YEAR ANNUITY DUE DATE 07/31/2020
US (PVPO) ALFALFA 'SW 8421S'	PVPO APPLICATION NO. 201000082 PVPO CERTIFICATE NO. 201000082	APPLICATION DATE 12/24/2009 REGISTRATION DATE 09/29/2015 EXPIRATION DATE 09/29/2035

**TRADEMARKS:**

TRADEMARK (COUNTRY) & DESCRIPTION	APPLICATION NUMBER REGISTRATION NUMBER STATUS	FILING DATE REGISTRATION DATE NEXT ACTION
<b>KANDI LEAF (WORD &amp; DESIGN) (US)</b> U.S. Trademark Application for natural stevia plants and flowers; fresh or dried stevia leaves; stevia seeds; stevia extracts; stevia derivatives, in International Class 031.	APPLICATION NO. 86818862 REGISTRATION NO. 5062383 REGISTERED US MARK	FILED 11/13/2015 REGISTERED 10/18/2016 6-YR STATEMENT OF USE DUE ON 10-18-2022
<b>KANDILEAF (WORD MARK) (MEXICO)</b> Mexican Trademark Application for natural stevia plants and flowers; fresh or dried stevia leaves; stevia seeds; stevia extracts; stevia derivatives, in International Class 031.	SERIAL NO. 86454145  REGISTERED US MARK	FILED 11/13/2014
<b>CALIFORNIA QUALITY ALFALFA SEED (WORD &amp; DESIGN) (US)</b> Agricultural seeds sold in bags or pouches; alfalfa plant seeds sold in bags or pouches, in International Class 31.	APPLICATION NO. 87070030 REGISTRATION NO. 5221338 REGISTERED US MARK	FILED 06/13/2016 REGISTERED 06/13/2017 6-YR STATEMENT OF USE DUE ON 06-13-2023
<b>ALFALFA SEED ORIGIN CALIFORNIA (WORD &amp; DESIGN) (US)</b> Agricultural seeds sold in bags or pouches; alfalfa plant seeds sold in bags or pouches, in International Class 31.	APPLICATION NO. 87070050 REGISTRATION NO. 5221339 REGISTERED US MARK	FILED 06/13/2016 REGISTERED 06/13/2017 6-YR STATEMENT OF USE DUE ON 06-13-2023
<b>RUGGED RANGER ALFALFA SEED (WORD &amp; DESIGN) (US)</b> Agricultural seeds sold in bags or pouches; alfalfa plant seeds sold in bags or pouches, in International Class 31.	APPLICATION NO. 87407286 REGISTRATION NO. 5489487 REGISTERED US MARK	FILED 04/11/2017 REGISTERED 06-12-2018 6-YR STATEMENT OF USE DUE ON 06-12-2024
<b>SORGHUM PARTNERS (WORD MARK) (US)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 76157622 REGISTRATION NO. 2653396 REGISTERED US MARK	FILED 12-02-2000 REGISTERED 11-26-2002 20-YR RENEWAL DUE ON 11-26-2022
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (US)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 78625743 REGISTRATION NO. 3082785 REGISTERED US MARK	FILED 05-09-2005 REGISTERED 04-18-2006 20-YR RENEWAL DUE ON 04-18-2026
<b>SORGHUM GRAIN LOGO (DESIGN) (US)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 77917870 REGISTRATION NO. 3837689 REGISTERED US MARK	FILED 01-22-2010 REGISTERED 08-24-2010 10-YR RENEWAL DUE ON 08-24-2020
<b>SORGHUM PARTNERS (WORD MARK) (TEXAS STATE MARK)</b> Agricultural seed products, namely, sorghum, in International Class 31.	TRADEMARK NO. 6027017 REGISTERED TEXAS STATE MARK	TRADEMARK DATE 04-18-2001 20-YR RENEWAL DUE ON 04-18-2021
<b>SORGHUM PARTNERS (WORD MARK) (AUSTRALIA)</b> Agricultural seeds; agricultural seeds for growing crops for use for feedstock and biofuels, namely, sorghum and pearl millet; and crop seeds, in International Class 31.	APPLICATION NO. 1771667 REGISTRATION NO. 1771667 REGISTERED AU MARK	FILED 05-19-2016 REGISTERED 02-10-2017 10-YR RENEWAL DUE ON 05-19-2026
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (AUSTRALIA)</b> Agricultural seeds; agricultural seeds for growing crops for use for feedstock and biofuels, namely, sorghum and pearl millet; and crop seeds, in International Class 31.	APPLICATION NO. 1771670 REGISTRATION NO. 1771670 REGISTERED AU MARK	FILED 05-19-2016 REGISTERED 02-10-2017 10-YR RENEWAL DUE ON 05-19-2026
<b>SORGHUM PARTNERS (WORD MARK) (MEXICO)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 0119851569109 PENDING MX MARK	FILED 01-20-2015

TRADEMARK (COUNTRY) & DESCRIPTION	APPLICATION NUMBER REGISTRATION NUMBER STATUS	FILING DATE REGISTRATION DATE NEXT ACTION
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (MEXICO)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 0119851726042 REGISTRATION NO. 1648064 REGISTERED MX MARK	FILED 03-15-2016 REGISTERED 06-20-2016 10-YR RENEWAL DUE ON 03-15-2026
<b>SORGHUM PARTNERS (WORD MARK) (PAKISTAN)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 398750 PENDING PK MARK	FILED 10-05-2015
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (PAKISTAN)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 398751 PENDING PK MARK	FILED 10-05-2015
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (ARGENTINA)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 3598227 REGISTRATION NO. 2955464 REGISTERED AR MARK	FILED 04-25-2017 REGISTERED 09-13-2018 10-YR RENEWAL DUE ON 04-25-2027
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (URUGUAY)</b> Agricultural seed products, namely, sorghum, in International Class 31.	APPLICATION NO. 483522 PENDING UY MARK	FILED 05-03-2017
<b>SORGHUM PARTNERS (WORD MARK) (BRAZIL)</b> Agricultural seed products, namely, sorghum, in International Class 31.	ORDERED (Not yet filed).	
<b>SORGHUM PARTNERS (WORD &amp; DESIGN) (BRAZIL)</b> Agricultural seed products, namely, sorghum, in International Class 31.	ORDERED (Not yet filed).	
<b>ALFALFA PARTNERS (WORD MARK) (US)</b> Seeds for agricultural purposes; Seeds for horticultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Crop seeds; Plant seeds; Sowing seeds; Unprocessed seeds for agricultural use, in International Class 31.	APPLICATION NO. 88624203 PENDING US MARK	FILED 09-19-2019
<b>ALFALFA PARTNERS (WORD &amp; DESIGN) (US)</b> Seeds for agricultural purposes; Seeds for horticultural purposes; Seeds for planting; Seeds for sowing; Agricultural seeds; Crop seeds; Plant seeds; Sowing seeds; Unprocessed seeds for agricultural use, in International Class 31.	APPLICATION NO. 88624204 PENDING US MARK	FILED 09-19-2019

SCHEDULE C

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None.

SCHEDULE D

LICENSE AGREEMENTS

<u>Grantor of License</u>	<u>Description of In-License</u>
Forage Genetics International, LLC	Round-Up Ready
Calyxt	Talen
University of Queensland	Sunflower and Sorghum Germplasm
Corteva, Inc.	Grain sorghum hybrids