

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7675735

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

**CONVEYING PARTY DATA**

Name	Execution Date
NUFARM AMERICAS, INC.	11/15/2022
NUSEED AMERICAS, INC.	11/15/2022
NUSEED NUTRITIONAL US INC.	11/15/2022

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	333 S. HOPE STREET
<b>Internal Address:</b>	19TH FLOOR
<b>City:</b>	LOS ANGELES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071-1406

**PROPERTY NUMBERS Total: 12**

Property Type	Number
Patent Number:	8133848
Patent Number:	10672085
Patent Number:	9642329
Patent Number:	9648817
Patent Number:	9675035
Patent Number:	9750216
Application Number:	16944800
Application Number:	17049006
Application Number:	17253568
Application Number:	17253596
Application Number:	17253919
Application Number:	17253944

**CORRESPONDENCE DATA**

Fax Number: (212)735-2000

*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: 2127352811

**Email:** mribando@skadden.com  
**Correspondent Name:** SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
**Address Line 1:** ONE MANHATTAN WEST  
**Address Line 2:** MONIQUE L. RIBANDO  
**Address Line 4:** NEW YORK, NEW YORK 10001-8602

**ATTORNEY DOCKET NUMBER:** 117110/7

**NAME OF SUBMITTER:** ALLISON SHAPIRO

**SIGNATURE:** /Allison Shapiro/

**DATE SIGNED:** 12/05/2022

This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 9**

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**PATENT SECURITY AGREEMENT**

This **ABL U.S. PATENT SECURITY AGREEMENT**, dated as of November 15, 2022 (Australian Eastern Daylight Time) (this “Patent Security Agreement”), is made by each entity identified on the signature pages hereto as a “Grantor” (collectively, the “Grantors”), and is in favor of Bank of America, N.A., in its capacity as administrative and collateral agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Administrative Agent”).

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

WHEREAS, reference is made to that certain Revolving Syndicated Facility Agreement, dated as of November 15, 2022 (Australian Eastern Daylight Time) (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among, *inter alios*, Nufarm Limited (ACN 091 323 312), a corporation incorporated under the laws of Australia, Nufarm Australia Limited (ACN 004 377 780), a corporation incorporated under the laws of Australia, as an Australian Borrower, Nufarm Treasury Pty. Ltd. (ACN 008 884 240), a corporation incorporated under the laws of Australia, as an Australian Borrower, Nufarm Agriculture Inc., a Canadian corporation, as the Canadian Borrower, Nufarm Americas Inc., an Illinois corporation, as the U.S. Borrower, the other Borrowing Base Loan Parties from time to time party thereto, Bank of America, N.A., as Administrative Agent and as Australian Security Trustee, and the Lenders and the Issuing Banks from time to time party thereto, which Credit Agreement provides, subject to the terms and conditions thereof, for extensions of credit and other financial accommodations by the Lenders to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantors entered into that certain ABL U.S. Pledge and Security Agreement, dated as of November 15, 2022 (Australian Eastern Daylight Time) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantors, the other grantors from time to time party thereto and the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Patent Security Agreement to the Administrative Agent on behalf of and for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Patent Security Agreement, the term “Patents” shall mean, with respect to any Person, all of such Person’s right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for any past and future infringements, misappropriations or violations thereof; (e) all rights to sue for past, present, and future infringements, misappropriations or violations thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

**SECTION 2. Grant of Security Interest in Patent Collateral.** Each Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest

in all of such Grantor's right, title and interest in, to and under all of the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (all of which will be collectively referred to as the "Patent Collateral"):

(a) all Patents owned by such Grantor, including, without limitation, the registered and applied-for Patents of such Grantor listed on Schedule I attached hereto; and

(b) to the extent not covered by clause (a) above, all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations. Notwithstanding anything to the contrary contained in this Patent Security Agreement, "Patent Collateral" shall in no event include, and this Patent Security Agreement shall in no event create a security interest in or Lien on, any Excluded Assets of any Grantor. For the avoidance of doubt, the grant of a security interest herein shall not be deemed to be an outright assignment of any right, title or interest of any Grantor in, to or under any Patents or any other Intellectual Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to, and is expressly subject to the terms and conditions of, the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern and control.

SECTION 4. Termination; Release. The term of this Patent Security Agreement shall be coterminous with the Security Agreement. If the Liens granted in the Security Agreement to the Administrative Agent by any Grantor on any Patent Collateral are released in accordance therewith, then the Liens granted herein on such Patent Collateral shall be automatically released. If any Grantor is released from its obligations under the Security Agreement in accordance therewith, then such Grantor shall be automatically released from its obligations hereunder and the Liens granted hereunder on such Grantor's assets shall be automatically released.

SECTION 5. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

SECTION 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, for so long as the Intercreditor Agreement remains in effect, the Liens, security interests and rights granted pursuant to this Patent Security Agreement shall have the priority agreed to in (and the exercise of any right or remedy by the Administrative Agent hereunder shall be subject to the terms and conditions of) the Intercreditor Agreement. In the event of any conflict between this Patent Security Agreement (other than Section 2 hereof) and the Intercreditor Agreement, the Intercreditor Agreement shall control, and no right, power or remedy granted to the Administrative Agent hereunder shall be exercised by the Administrative Agent, and no direction shall be given by the Administrative Agent hereunder, in contravention of the Intercreditor Agreement.

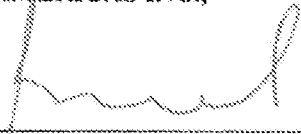
SECTION 7. Counterparts. This Patent Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Patent Security Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the U.S. Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Patent Security Agreement as of the date first above written.

GRANTORS:

NUFARM AMERICAS INC.,  
as Grantor

By:   
Name: Brendan Deck  
Title: President

NUSEED AMERICAS INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Brent Javra  
Title: President

~~NUSEED NUTRITIONAL US INC.,  
as Grantor~~

~~By: \_\_\_\_\_  
Name: Gary Barber  
Title: Treasurer~~

[Signature Page to ABL U.S. Patent Security Agreement]


IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Patent Security Agreement as of the date first above written.

GRANTORS:

NUFARM AMERICAS INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Brendan Denk  
Title: President

NUSEED AMERICAS INC.,  
as Grantor

By:  \_\_\_\_\_  
Name: Bren Javra  
Title: President

~~NUSEED NUTRITIONAL US INC.,  
as Grantor~~

~~By:  \_\_\_\_\_  
Name: Gary Barber  
Title: Treasurer~~

[Signature Page to ABL U.S. Patent Security Agreement]

NUSEED NUTRITIONAL US INC.,  
as Grantor

By:   
Name: Brent Zacharias  
Title: President

[Signature Page to ABL U.S. Patent Security Agreement]



Accepted and Agreed:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By: *James Foley*  
Name: *James Foley*  
Title: *Senior Vice President*

[Signature Page to ABL U.S. Patent Security Agreement]

**PATENT**  
**REEL: 061972 FRAME: 0311**

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENTS AND PATENT APPLICATIONS**

**Issued Patents:**

<b>Name of Loan Party</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Registration No. (or Application No. if pending)</b>	<b>Registration Date (or filing date if pending)</b>	<b>Status</b>
Nufarm Americas Inc.	Glyphosate composition and method of controlling weeds	United States	8133848	03/13/2012	Registered
Nufarm Americas Inc.	Pesticide dispenser and selection tool	United States	10672085	06/02/2020	Registered
Nufarm Americas Inc.	Flumioxazin compositions	United States	(16/944800)	(07/31/2020)	Pending
Nufarm Americas Inc.	GLYPHOSATE COMPOSITION AND METHOD OF CONTROLLING WEEDS	Canada	2601184	11/05/2013	Registered
Nufarm Americas Inc.	FLUMIOXAZIN COMPOSITIONS	Canada	3004762	12/22/2020	Registered
Nuseed Americas Inc.	Inbred sunflower SA425A	United States	9642329	05/09/2017	Registered
Nuseed Americas Inc.	Sunflower hybrid NHW11915	United States	9648817	05/16/2017	Registered
Nuseed Americas Inc.	Sunflower mutant allele NSMA	United States	9675035	06/13/2017	Registered
Nuseed Americas Inc.	Hybrid sunflower X4237	United States	9750216	09/05/2017	Registered

**Patent Applications:**

<b>Name of Loan Party</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Registration No. (or Application No. if pending)</b>	<b>Registration Date (or filing date if pending)</b>	<b>Status</b>
Nuseed Nutritional US Inc.	DHA ENRICHED POLYUNSATURATED FATTY ACID COMPOSITIONS	Canada	(3098051)	(10/22/2020)	Pending
Nuseed Nutritional US Inc.	DHA ENRICHED POLYUNSATURATED FATTY ACID COMPOSITIONS	Canada	(3104204)	(12/17/2020)	Pending
Nuseed Nutritional US Inc.	DHA ENRICHED POLYUNSATURATED FATTY ACID COMPOSITIONS	Canada	(3104208)	(12/17/2020)	Pending
Nuseed Nutritional US Inc.	ALA ENRICHED POLYUNSATURATED FATTY ACID COMPOSITIONS	Canada	(3104221)	(12/17/2020)	Pending
Nuseed Nutritional US Inc.	DHA ENRICHED POLYUNSATURATED FATTY ACID COMPOSITIONS	Canada	(3104224)	(12/17/2020)	Pending
Nuseed Nutritional US Inc.	ENRICHED POLYUNSATURATED FATTY ACID COMPOSITIONS	Canada	(3155544)	(04/21/2022)	Pending
Nuseed Nutritional US Inc.	DHA ENRICHED POLYUNSATURATED FATTY ACID COMPOSITIONS	United States	(17/049006)	(10/19/2020)	Pending
Nuseed Nutritional US Inc.	DHA Enriched Polyunsaturated Fatty Acid Compositions	United States	(17/253568)	(12/17/2020)	Pending
Nuseed Nutritional US Inc.	DHA Enriched Polyunsaturated Fatty Acid Compositions	United States	(17/253596)	(12/17/2020)	Pending
Nuseed Nutritional US Inc.	ALA ENRICHED POLYUNSATURATED FATTY ACID COMPOSITIONS	United States	(17/253919)	(12/18/2020)	Pending
Nuseed Nutritional US Inc.	DHA ENRICHED POLYUNSATURATED FATTY ACID COMPOSITIONS	United States	(17/253944)	(12/28/2020)	Pending