

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Technology Crops, LLC		05/29/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Triangle Mezzanine Fund, LLLP
Street Address:	3700 Glenwood Avenue, Suite 530
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27612
Entity Type:	LIMITED LIABILITY LIMITED PARTNERSHIP: NORTH CAROLINA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3078809	CROP ASSURED 365
Serial Number:	85408393	AHIFLOWER
Serial Number:	85415187	AHIFLOWER
Serial Number:	85415180	AHIFLOWER
Serial Number:	85434279	
Serial Number:	85434271	AHIFLOWER
Serial Number:	85456900	CARDIOSUN
Serial Number:	85532864	CARDIOSOY

CORRESPONDENCE DATA

Fax Number: 9198216800
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 919-821-1220
 Email: gcollins@smithlaw.com

OP \$215.00 3078809

Correspondent Name: Grace S. Collins
Address Line 1: 150 Fayetteville Street, Suite 2300
Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	Grace S. Collins
Signature:	/s/ Grace S. Collins
Date:	06/03/2013

Total Attachments: 3
source=Triangle-TCI - Amended and Restated Grant of Security Interest in Patent#page1.tif
source=Triangle-TCI - Amended and Restated Grant of Security Interest in Patent#page2.tif
source=Triangle-TCI - Amended and Restated Grant of Security Interest in Patent#page3.tif

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") DATED AS OF MAY 29, 2013 AMONG TRIANGLE MEZZANINE FUND, LLLP, IN ITS CAPACITY AS THE INITIAL SUBORDINATED CREDITOR AND SUBORDINATED COLLATERAL AGENT, BANK OF MONTREAL, IN ITS CAPACITY AS ADMINISTRATIVE AGENT FOR CERTAIN SENIOR LENDERS ("AGENT"), AND TECHNOLOGY CROPS, LLC AND THE OTHER OBLIGORS PARTY THERETO, TO THE INDEBTEDNESS (INCLUDING GUARANTIES AND INTEREST) OWED PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF MAY 29, 2013, AMONG TECHNOLOGY CROPS, LLC, TECHNOLOGY CROPS LIMITED, NATURES CROPS INTERNATIONAL LIMITED, THE AGENT AND THE LENDERS AND OTHER PARTIES FROM TIME TO TIME PARTY THERETO, AS SUCH CREDIT AGREEMENT MAY BE AMENDED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT, IN EACH CASE AS PERMITTED BY THE SUBORDINATION AGREEMENT; AND EACH LENDER UNDER THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

**AMENDED AND RESTATED GRANT OF
SECURITY INTEREST IN PATENTS AND TRADEMARKS**

WHEREAS, TECHNOLOGY CROPS, LLC (the "Pledgor") is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents");

WHEREAS, the Pledgor entered into a Pledge and Security Agreement, dated as of September 22, 2009 (as amended, modified, restated or supplemented from time to time prior to the date hereof, the "Existing Security Agreement"), in which the Pledgor granted Triangle Mezzanine Fund, LLLP, as Collateral Agent (the "Collateral Agent"), with offices at 3700 Glenwood Avenue, Suite 530, Raleigh, NC 27612, a security interest in certain Trademarks and Patents (the "Existing Grant"); and

WHEREAS, as a condition to the amendment and restatement of the Existing Security Agreement by that certain Amended and Restated Pledge and Security Agreement dated as of May 29, 2013 (as further amended, modified, restated or supplemented from time to time, the "Security Agreement"), the Pledgor has agreed with the Collateral Agent to amend and restate the Existing Grant by executing this Grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby (i) confirm and ratify the Existing Grant to the Collateral Agent under the Existing Security Agreement and (ii) further grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

TECHNOLOGY CROPS, LLC



By: 
Name: Thomas S. Karlson
Title: Managing Director

[Signature Page to Amended and Restated Grant of
Security Interest in Patents and Trademarks]

TRADEMARK
REEL: 005039 FRAME: 0493

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Registration Number	Filing Date (Issue Date)	Pledgor who is Record Owner
CROP ASSURED 365 (block letters)	United States	3,078,809	October 6, 2004 (April 11, 2006)	Technology Crops, LLC
AHIFLOWER	United States	N/A – Applied for SN 85408393	August 26, 2011 (N/A)	Technology Crops, LLC (applicant)
AHIFLOWER	United States	N/A – Applied for SN 85415187	September 6, 2011 (N/A)	Technology Crops, LLC (applicant)
AHIFLOWER	United States	N/A – Applied for SN 85415180	September 6, 2011 (N/A)	Technology Crops, LLC (applicant)
	United States	N/A – Applied for SN 85434279	September 28, 2011 (N/A)	Technology Crops, LLC (applicant)
	United States	N/A – Applied for SN 85434271	September 28, 2011 (N/A)	Technology Crops, LLC (applicant)
CARDIOSUN	United States	N/A – Applied for SN 85456900	October 26, 2011 (N/A)	Technology Crops, LLC (applicant)
CARDIOSOY	United States	N/A – Applied for SN 85532864	February 3, 2012 (N/A)	Technology Crops, LLC (applicant)

PATENTS AND PATENT APPLICATIONS

None.