

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858478

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Star Seed, LLC		12/04/2023	Limited Liability Company: KANSAS
Native Seed Holdings, LLC		12/04/2023	Limited Liability Company: DELAWARE
Native Seed Intermediate, LLC		12/04/2023	Limited Liability Company: DELAWARE
Ruff & Ready Management LP		12/04/2023	Limited Partnership: NEVADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4921254	GREEN AND ALWAYS GROWING
Registration Number:	5078629	N-JECTION
Registration Number:	5023340	BEENIFICIAL
Registration Number:	5078630	HONEY-SEED
Registration Number:	4989591	NEMATA-SEED
Registration Number:	5078632	GARDEN-PLOW
Registration Number:	4989592	MOTHER'S EARTH COVER
Registration Number:	4989593	COVERMASTER
Registration Number:	3091736	BIRD & BUCK
Registration Number:	2799375	NATURE'S COVER
Registration Number:	2680573	A-100
Registration Number:	1813265	STAR
Registration Number:	1886346	STAR SEED
Registration Number:	1886347	STAR

CH \$365.00 4921254

CORRESPONDENCE DATA**Fax Number:** 2024083141*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:** 2024083141**Email:** jean.paterson@cscglobal.com**Correspondent Name:** CSC**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005**NAME OF SUBMITTER:** Jean Paterson**SIGNATURE:** /jep/**DATE SIGNED:** 12/05/2023**Total Attachments: 14**

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Addendum to Recordation Form Cover Sheet

Trademarks

Additional Conveying Parties:

Native Seed Holdings, LLC, a Delaware limited liability company

Native Seed Intermediate, LLC, a Delaware limited liability company

Ruff & Ready Management LP, a Nevada limited partnership

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), dated as of December 4, 2023 is entered into by Native Seed Holdings, LLC, a Delaware limited liability company (“**Holdings**”), Native Seed Intermediate, LLC, a Delaware limited liability company (“**Interco**”; Interco in its capacity as the initial Borrower, the “**Initial Borrower**”), Ruff & Ready Management LP, a Nevada limited partnership (the “**Company**”; together with Holdings, the Initial Borrower and each other “**Loan Party**” party to the Credit Agreement on the Closing Date as a “**Borrower**” and any Person which becomes a “**Borrower**” after the Closing Date in accordance with Section 8.1.15 of the Credit Agreement, each a “**Borrower**”, and collectively, the “**Borrowers**”) and the Guarantors from time to time party hereto (the Borrowers and the Guarantors, individually and collectively, “**Pledgor**”), in favor of **JPMORGAN CHASE BANK, N.A.**, as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and the other Lenders under the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) dated as of the Closing Date by and among the Pledgor, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have agreed to provide certain loans and other financial accommodations to the Borrowers, and the Pledgor has agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as in effect in the State of New York on the date hereof and as amended from time to time (the “**UCC**”).

(b) Patents, Trademarks and Copyrights shall mean and include all of the Pledgor’s present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications (excluding any trademark applications filed in the United States Patent and Trademark Office on the basis of Pledgor’s “intent-to-use” such trademark), trademarks, copyrights and copyright applications, whether now owned or hereafter acquired by Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by

way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) Secured Obligations shall mean and include the following: (i) all now existing and hereafter arising Obligations (as defined in the Credit Agreement); (ii) all obligations and liabilities of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender (including, in the case of any Lender Provided Interest Rate Hedge or Lender Provided Foreign Currency Hedge, any Person who at the time of entry thereof is a Lender or an Affiliate of a Lender) under the Credit Agreement, any of the other Loan Documents, any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided Financial Service Product, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender (including, in the case of any Lender Provided Interest Rate Hedge or Lender Provided Foreign Currency Hedge, any Person who at the time of entry thereof is a Lender or an Affiliate of a Lender), now existing or hereafter incurred under the Credit Agreement, the Notes, any of the other Loan Documents, any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided Financial Service Product, as any of the same or any one or more of them may be amended, restated, supplemented or otherwise modified from time to time, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to Pledgor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to any such extensions of credit is not satisfied); (iii) all reimbursement obligations of each and every Loan Party with respect to any one or more Letters of Credit issued by the Issuing Lender or any Lender; (iv) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliate thereof (including any Person who at the time of entry thereof is a Lender or Affiliate of a Lender), arising out of any Lender Provided Interest Rate Hedge or any Lender Provided Foreign Currency Hedge; (v) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliate thereof, arising out of any Other Lender Provided Financial Service Product; and (vi) any sums advanced by the Administrative Agent or any of the Lenders or any Affiliate thereof or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, any other Loan Documents, any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided

Financial Service Product or pursuant to any other document or instrument at any time delivered to the Administrative Agent or any of the Lenders or any Affiliate thereof in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations. Notwithstanding anything to the contrary contained in the foregoing, the Secured Obligations shall not include any Excluded Hedge Liability or Liabilities.

2. As security for the payment and performance in full of the Secured Obligations, Pledgor hereby collaterally assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all right, title and interest in or to any and all of its Patents, Trademarks and Copyrights now owned or at any time hereafter acquired by Pledgor or in which Pledgor now has or at any time in the future may acquire any right, title or interest.

3. Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances other than Permitted Liens, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) Pledgor has the limited liability company, limited partnership or corporate, as the case may be, power and authority to enter into this Agreement and perform its terms;

(e) as of the date hereof, no claim has been made to Pledgor or, to the knowledge of Pledgor, any other Person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of any material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 10 hereof;

(g) Pledgor will not change its state of incorporation, formation or organization, except to the extent permitted pursuant to Section 8.2.13 [Changes in Organizational Documents] of the Credit Agreement;

(h) Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent, except to the extent permitted pursuant to Section 8.2.13 [Changes in Organizational Documents] of the Credit Agreement; and

(i) Pledgor shall preserve its limited liability company, limited partnership or corporate existence, as applicable, and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not Pledgor, or (ii) sell all or substantially all of its assets.

4. Pledgor agrees that, until Payment in Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement.

5. If, before Payment in Full, Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Upon the occurrence of any Event of Default and at any time thereafter during the continuance thereof, the Administrative Agent shall have and may exercise, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement and the other Loan Documents, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction (including any jurisdiction in which the Patents, Trademarks and Copyrights may be located) and such other rights and remedies as may be provided by Law, including without limitation, immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, to sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Borrower Agent, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations in such order as specified in the Credit Agreement or the other Loan Documents. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgor or as required by law. Pledgor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition

of all or any part of the the Patents, Trademarks and Copyrights may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to Pledgor at least ten (10) days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. Upon Payment in Full, this Agreement shall automatically terminate and the Administrative Agent shall, at the request and at the sole cost of Pledgor, execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

9. Subject to the limitations of Section 11.3.1 [Costs and Expenses] of the Credit Agreement, Pledgor shall jointly and severally pay all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights.

10. Pledgor shall have the duty to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until Payment in Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgor to do so) and to preserve and maintain all rights in patent applications and Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgor. Pledgor shall not abandon any material Patent, Trademark or Copyright other than in the good faith determination of Pledgor in its reasonable business judgment, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

11. Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by Pledgor.

12. No course of dealing between Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or the other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. 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.

15. This Agreement (together with the Security Agreement) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior communications, oral and written, between the parties relating to a grant of a security interest in Patents, Trademarks and Copyrights by Pledgor (other than, for the avoidance of doubt, the Security Agreement). This Agreement may not be amended, restated or supplemented except by a writing signed by the Administrative Agent and Pledgor.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be deemed to be a contract under the Laws of the State of New York without regard to its conflicts of laws principles that could require the application of any other law.

18. This Agreement may be executed in counterparts (and by different parties hereto in 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 Agreement by telecopy, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

19. All notices, requests, demands, directions and other communications given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

20. Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, Pledgor agrees that each such provision hereof may be specifically enforced.

21. PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE ISSUING LENDER OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST PLEDGOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

22. PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 21 HEREOF. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT TO ASSERT ANY SUCH DEFENSE.


23. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

24. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 24.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:
STAR SEED, LLC


By: 
Name: Robert Wendell
Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

{85052210; 2; 63133-002}

TRADEMARK
REEL: 008278 FRAME: 0668

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Veronica Pierzchała
Title: Authorized Officer


[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

U.S. Trademarks

See attached

Registration	Mark	Status	App No	Reg No
		Not Renewed/Defunct	Filing Date	Reg Date
United States	GREEN AND ALWAYS GROWING	Registered	App 86551975 App 03-MAR-2015	Reg 4921254 Reg 22-MAR-2016
United States	N-INJECTION	Registered	App 86521133 App 02-FEB-2015	Reg 5078629 Reg 08-NOV-2016
United States	BEENEFICIAL	Registered	App 86521163 App 02-FEB-2015	Reg 5023340 Reg 16-AUG-2016
United States	HONEY-SEED	Registered	App 86521186 App 02-FEB-2015	Reg 5078630 Reg 08-NOV-2016
United States	NEMATA-SEED	Registered	App 86521405 App 02-FEB-2015	Reg 4989591 Reg 28-JUN-2016
United States	GARDEN-PLOW	Registered	App 86521449 App 02-FEB-2015	Reg 5078632 Reg 08-NOV-2016
United States	MOTHER'S EARTH COVER	Registered	App 86521517 App 02-FEB-2015	Reg 4989592 Reg 28-JUN-2016
United States	COVERMASTER	Registered	App 86521591 App 02-FEB-2015	Reg 4989593 Reg 28-JUN-2016
United States	BIRD & BUCK	Renewed (Registered) Supplemental Register	App 78570858 App 18-FEB-2005	Reg 3091736 Reg 09-MAY-2006
United States	NATURE'S COVER	Renewed (Registered)	App 78161596 App 06-SEP-2002	Reg 2799375 Reg 23-DEC-2003
United States	A-100	Renewed (Registered)	App 76381708 App 13-MAR-2002	Reg 2680573 Reg 28-JAN-2003
United States	STAR (stylized)	Renewed (Registered)	App 74295499 App 20-JUL-1992	Reg 1813265 Reg 28-DEC-1993

Registration	Mark	Status	App No	Reg No
		Not Renewed/Deadline	Filing Date	Reg. Date
				
United States	STAR SEED	Renewed (Registered)	App 74295553 App 20-JUL-1992	Reg 1886346 Reg 28-MAR-1995
United States	STAR	Renewed (Registered)	App 74295554 App 20-JUL-1992	Reg 1886347 Reg 28-MAR-1995
Kansas	STAR SEED (with star design in the letter A)	Renewed (Registered) (KS)	App 08-MAY-1989	Reg 11354
Kansas	STAR SEED (and star design in the letter A)	Renewed (Registered) (KS)	App 08-MAY-1989	Reg 11352