

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AG GROWTH INDUSTRIES LIMITED PARTNERSHIP		07/20/2007	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	Toronto Dominion (Texas) LLC
Street Address:	909 Fannin Street Suite 1700
City:	Houston
State/Country:	TEXAS
Postal Code:	77010
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

Name:	The Toronoto-Dominion Bank
Street Address:	4th Floor, 201 Portage Avenue
City:	Winnipeg
State/Country:	CANADA
Postal Code:	R3C 2T2
Entity Type:	bank: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78415056	WESTFIELD AG GROWTH LEASING
Registration Number:	1641037	WESTFIELD
Registration Number:	1794696	WESTFIELD

CORRESPONDENCE DATA

Fax Number: (605)339-3357
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 605.336.3890
 Email: Troy.Leonard@woodsfuller.com

OP \$90.00 78415056

Correspondent Name: Troy Leonard
Address Line 1: 300 S. Phillips Ave., Suite 300
Address Line 4: Sioux Falls, SOUTH DAKOTA 57104

ATTORNEY DOCKET NUMBER: 32455

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Troy Leonard

Signature: /troy leonard/

Date: 08/02/2007

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2007 (the "Agreement"), given by AG GROWTH INDUSTRIES LIMITED PARTNERSHIP (the "Grantor") in favour of TORONTO DOMINION (TEXAS) LLC and THE TORONTO-DOMINION BANK (collectively, together with their successors and assigns, the "Security Agent"), in its capacity as security agent for itself and other lenders from time to time, by agreement (the Security Agent and such other lenders from time to time, together with their successors and assigns, are herein collectively called the "Participating Lenders"), to secure all present and future indebtedness, obligations and liabilities of the Grantor, existing from time to time, to the Participating Lenders, whether direct indebtedness to any Participating Lender or indebtedness under any present or future guarantee or similar obligation given to any Participating Lender.

WITNESSETH:

WHEREAS the Grantor executed and delivered a Security Agreement dated as of April 29, 2004 as amended by a Security and Guarantee Amending Agreement, dated as of July , 2007, and a Security Interest in Intellectual Property dated as of May 18, 2004 (both, as may be further amended, supplemented, amended and restated or otherwise modified from time to time, are collectively herein called the "Security Agreement"), whereby the Grantor has granted to the Security Agent a continuing security interest in, *inter alia*, all of the Trademark Collateral (as defined below) and confirmed that the Security Agent shall hold all security, including the Trademark Collateral, granted to it thereby in its capacity as security agent for the Participating Lenders; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. Grant of Security Interest in Trademarks. The Grantor hereby pledges, hypothecates, charges, mortgages, collaterally assigns and grants to the Security Agent a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor, all of the Grantor's right, title and interest in and to (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks,

certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not or whether registered or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations; recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

- (b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) above, and to the extent applicable, clause (b) above;
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) above and, to the extent applicable, clause (b) above; and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license described in clause (b) above and all rights corresponding thereto;

3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent under the Security Agreement. The security interest granted hereby is not to be construed as an assignment of the Trademark Collateral, but as security interest therein. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

**AG GROWTH INDUSTRIES LIMITED
PARTNERSHIP**, by its general partner,
Ag Growth Industries Inc.

By: 

Name: ROB STEVENSON

Title: President CEO

TRADEMARK

REEL: 003593 FRAME: 0319

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Registration No./Serial No.</u>
Westfield Design	1,641,037
Westfield	1,794,696
Westfield Ag Growth Leasing	78/415056

Item B. Trademark Licenses

None