

USPTO

6/23/2010 3:22:28 PM PAGE 4/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/16/2010
900164766

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albaugh, Inc.		08/10/2010	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	230 West Monroe		
Internal Address:	Suite 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: <u>United States</u>		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	75811664	AGRI STAR	
Serial Number:	78889161	AGRI STAR	
Serial Number:	76040753	AQUA STAR	
Serial Number:	75738497	BROX	
Serial Number:	72142673	BUTYRAC	
Serial Number:	75324160	CLEAROUT	
Serial Number:	78183343	COSTARR	
Serial Number:	77069747	CROSSROAD	
Serial Number:	75738496	DICAMBAZINE	
Serial Number:	76040757	FALLOW STAR	
Serial Number:	75814617	FIVE STAR	
Serial Number:	76040755	FOREST STAR	
Serial Number:	76040750	GLY STAR	

CH \$1040.00 75811664

700440135

TRADEMARK
REEL: 004233 FRAME: 0236

USPTO

6/23/2010 3:22:28 PM PAGE 5/020 Fax Server

TO:JENNIFER A. VISINTINE COMPANY:ONE US BANK PLAZA

Serial Number:	76040751	GLY-STAR PLUS
Serial Number:	76648846	GUNSLINGER
Serial Number:	78871170	IMIDASTAR
Serial Number:	73453140	LANDMASTER
Serial Number:	76643089	MACHO
Serial Number:	78231160	MEPSTAR
Serial Number:	75542453	MILO- PRO
Serial Number:	75564289	NU-COP
Serial Number:	78187571	ORCHARD STAR
Serial Number:	77086743	OXYSTAR
Serial Number:	77098263	PD 2
Serial Number:	76642495	QUINSTAR
Serial Number:	75811749	RANGE STAR
Serial Number:	77089716	REFUTE
Serial Number:	77007431	SONOMA
Serial Number:	76642496	SPUR
Serial Number:	76648440	TEBUSTAR
Serial Number:	77089785	THUNDER
Serial Number:	77026862	THUNDER MASTER
Serial Number:	78130465	TRANS-STAR
Serial Number:	76646869	TRIUMPH
Serial Number:	73532018	WEED-HOE
Serial Number:	77730673	BATTLE STAR
Serial Number:	77738230	SILVER STAR
Serial Number:	77738245	SILVER STAR PLUS
Serial Number:	77905780	DICAMBA HD
Serial Number:	77940065	GLYSTAR GOLD
Serial Number:	77949416	MICROGEL

CORRESPONDENCE DATA

Fax Number: (314)667-3633

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-552-8000

Email: lpocket@thompsoncoburn.com

Correspondent Name: Jennifer A. Visintine

Address Line 1: One US Bank Plaza

Address Line 2: Thompson Coburn LLP

TRADEMARK
REEL: 004233 FRAME: 0237

USPTO

6/23/2010 3:22:28 PM PAGE 6/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

Address Line 4: St. Louis, MISSOURI 63101	
ATTORNEY DOCKET NUMBER:	42632/89749
NAME OF SUBMITTER:	Jennifer A. Visintine
Signature:	/jennifer a. visintine/
Date:	06/15/2010
Total Attachments: 14 source=42632-89749_sec_agree#page1.tif source=42632-89749_sec_agree#page2.tif source=42632-89749_sec_agree#page3.tif source=42632-89749_sec_agree#page4.tif source=42632-89749_sec_agree#page5.tif source=42632-89749_sec_agree#page6.tif source=42632-89749_sec_agree#page7.tif source=42632-89749_sec_agree#page8.tif source=42632-89749_sec_agree#page9.tif source=42632-89749_sec_agree#page10.tif source=42632-89749_sec_agree#page11.tif source=42632-89749_sec_agree#page12.tif source=42632-89749_sec_agree#page13.tif source=42632-89749_sec_agree#page14.tif	

TRADEMARK
REEL: 004233 FRAME: 0238

USPTO

6/23/2010 3:22:28 PM PAGE 7/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

PATENT, TRADEMARK AND LICENSE
SECURITY AGREEMENT

Reference is hereby made to that certain Loan Agreement dated as of June 10, 2010, by and among Albaugh, Inc., an Iowa corporation (the "Borrower"), the Lenders from time to time party thereto and Wells Fargo Bank, National Association, as the Swing Line Lender, the L/C Issuer and the Administrative Agent, as the same may from time to time be amended, modified, extended, renewed or restated (the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Security Agreement (this "Agreement") shall have the respective meanings ascribed to them in the Loan Agreement.

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made as of the 10th day of June, 2010, by the Borrower in favor of the Administrative Agent for the benefit of the Administrative Agent, the L/C Issuer, the Swing Line Lender and the Lenders (the Administrative Agent, the L/C Issuer, the Swing Line Lender and the Lenders are hereinafter sometimes individually referred to as a "Secured Creditor" and collectively referred to as the "Secured Creditors").

WITNESSETH:

WHEREAS, as a condition precedent to the Secured Creditors entering into the Loan Agreement, the Secured Creditors have required that the Borrower execute and deliver this Agreement to the Administrative Agent for the benefit of the Secured Creditors; and

WHEREAS, in order to induce the Secured Creditors to enter into the Loan Agreement, the Borrower has agreed to execute and deliver this Agreement to the Administrative Agent for the benefit of the Secured Creditors;

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof (the "Security Agreement") under which the Borrower has granted to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill and all rights to any and all patents and trademarks now owned or hereafter acquired by the Borrower and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby covenants and agrees with the Administrative Agent as follows:

1. Grant of Security Interest. For value received, the Borrower hereby grants to the Administrative Agent for the benefit of the Secured Creditors a security interest in and lien on, all of Borrower's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable

5137980

TRADEMARK
REEL: 004233 FRAME: 0239

USPTO

6/23/2010 3:22:28 PM PAGE 8/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) of any Patents or Trademarks listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (subject to the limitations set forth in the Security Agreement as to Excluded Property (as defined in the Security Agreement)) with respect to any patent, trademark, service mark or any application or registration thereof or any trade name or trade style between Borrower and any other party, whether Borrower is licensor or licensee (all of the foregoing license agreements and Borrower's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of the Borrower's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Borrower to any Secured Creditor evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any other Loan Document and (iii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by any Secured Creditor upon the occurrence of an Event of Default, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing any Secured Creditor in connection with any proceedings by, against or involving the Borrower under any Debtor Relief Laws (hereinafter collectively referred to "Secured Obligations").

2. Representations, Warranties and Covenants of Borrower. Borrower hereby represents and warrants to the Administrative Agent and each of the Secured Creditors, and covenants and agrees with the Administrative Agent and each of the Secured Creditors, that:

USPTO

6/23/2010 3:22:28 PM PAGE 9/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by the Borrower in the Loan Agreement);

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

(c) except as disclosed in the Loan Agreement, (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Borrower not to sue third persons, excluding only the security interest granted to the Administrative Agent for the benefit of the Secured Creditors;

(e) the Borrower has the unqualified right to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses;

(g) Borrower has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement; and

(h) except as disclosed in the Loan Agreement, Borrower has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses which, if determined adversely against the Borrower, could reasonably be expected to (a) affect any of the transactions contemplated by, and/or the ability of the Borrower to comply with the terms of and/or to perform any of its obligations under, this Agreement and/or any of the other Loan Documents or (b) have a Material Adverse Effect.

3. Inspection Rights; Product Quality. The Borrower will permit inspection of the Facilities and Borrower's agents' and contract manufacturers' facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by the Administrative Agent and each of the Secured Creditors during normal business hours and at other reasonable times. The Borrower will reimburse the Administrative Agent and each of the Secured Creditors upon demand for all costs and expenses incurred by Administrative Agent or any of the Secured Creditors in connection with any such inspection conducted by Administrative Agent or any of the Secured Creditors while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of the Borrower may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. The Borrower agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used,

USPTO

6/23/2010 3:22:28 PM PAGE 10/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

consistent with commercially reasonable practices, and (ii) to provide the Administrative Agent, upon the Administrative Agent's request from time to time, with a certificate of any officer of the Borrower certifying the Borrower's compliance with the foregoing.

4. Further Assurances. The Borrower agrees that, until (i) all of the Secured Obligations have been fully, finally and indefeasibly paid in cash, (ii) neither the Administrative Agent nor the L/C Issuer nor the Swing Line Lender nor any Lender has any further commitment or obligation to advance funds, make loans, issue letters of credit and/or extend credit to or for the account or benefit of the Borrower under this Agreement, any Note or any other Loan Document, (iii) no Letters of Credit issued by the L/C Issuer for the account of and/or upon the application of the Borrower remain outstanding, (iv) no Swap Contracts between the Borrower and any Lender remain in effect and (v) no Treasury Management Agreements between the Borrower and any Lender remain in effect, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Borrower's obligations under this Agreement or the Loan Agreement, without the prior written consent of the Administrative Agent, and the Borrower agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement. The Borrower further agrees that at any time and from time to time, at the expense of the Borrower, the Borrower will promptly execute and deliver to the Administrative Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Administrative Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Administrative Agent to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If the Borrower shall (i) become aware of any existing Patents, Trademarks or Licenses of which the Borrower has not previously informed the Administrative Agent, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and the Borrower shall give the Administrative Agent prompt written notice thereof.

6. Modification by Administrative Agent. The Borrower authorizes the Administrative Agent to modify this Agreement by amending Schedules A, B, C, D and E to include any future rights with respect to any patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of the Borrower if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default has occurred and is continuing, the Borrower may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products or services sold by the Borrower, for the Borrower's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Borrower, all of

USPTO

6/23/2010 3:22:28 PM PAGE 11/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Borrower associated therewith) or Licenses, or any interest which the Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations ratably among the Secured Creditors in the order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to the Borrower at least ten (10) days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which the Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released. The Borrower agrees that upon the occurrence and continuance of any Event of Default, the use by the Administrative Agent and/or the Secured Creditors of the Patents, Trademarks and Licenses shall be commensurate with the scope of this Agreement, and without any liability for royalties or other related charges from the Administrative Agent or any of the Secured Creditors to the Borrower. If an Event of Default shall occur and be continuing, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and the Secured Creditors, as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Administrative Agent shall commence any such suit, the Borrower shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Agreement. All of Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) all of the Secured Obligations have been fully, finally and indefeasibly paid in cash, (ii) no Secured Creditor has any further commitment or obligation to advance funds, make loans, issue letters of credit and/or extend credit to or for the account or benefit of the Borrower under this Agreement, any Note or any other Loan Document, (iii) no Letters of Credit remain outstanding, (iv) no Swap Contracts between the Borrower and any Secured Creditor remain in effect and (v) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Borrower all instruments as may be necessary or proper to extinguish the Administrative Agent's security interest therein, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, 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 or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by the Borrower on demand by the Administrative Agent and until so paid shall be added to the principal amount of the Secured

USPTO

6/23/2010 3:22:28 PM PAGE 12/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

Obligations and shall bear interest at a rate per annum equal to the lesser of Three Percent (3.00%) over and above the Floating Rate (which interest rate shall fluctuate as and when the Floating Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by the Borrower.

11. Preservation of Patents, Trademarks and Licenses. The Borrower shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with the Borrower's obligations under this Section 11 shall be borne by the Borrower.

12. Administrative Agent Appointed Attorney-in-Fact. If any Event of Default shall have occurred and be continuing, the Borrower 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 sole discretion, as the Borrower's true and lawful attorney-in-fact, with the power to endorse the Borrower's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between the Borrower 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 shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. 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.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by the Borrower and the Administrative Agent (and if required by the Loan Agreement, consented to by the Required Lenders), except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Borrower may not assign or delegate any of its rights of obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Illinois (without reference to conflict of law principles).

[SIGNATURES ON NEXT PAGE]

USPTO

6/23/2010 3:22:28 PM PAGE 13/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

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

ALBAUGH, INC. ("Borrower")

By: _____
Name: Spencer Vance
Title: President

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent (the "Administrative Agent")

By:  _____
Lance L. Holden, Senior Vice President

USPTO

6/23/2010 3:22:28 PM PAGE 14/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

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

ALBAUGH, INC. ("Borrower")

By: Spencer Vance
Name: Spencer Vance
Title: President

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent (the "Administrative Agent")

By: _____
Lance L. Holden, Senior Vice President

USPTO

6/23/2010 3:22:28 PM PAGE 15/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

SCHEDULE A

Patents

None.

USPTO

6/23/2010 3:22:28 PM PAGE 16/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

SCHEDULE B

Patent Applications

United States Patent Applications

U.S. Patent App. Ser. No. 11410147, PCTUS0612394, Copper-Based Fungicide/Bactericide,
Filed April 25, 2006.

U.S. Patent App. Ser. No. 12257041, Cooper-Based Fungicide/Bactericide, Filed Oct. 23, 2008

European Patent Applications

EP App. No. 06751193.1, Copper-Based Fungicide/Bactericide, Filed April 25, 2006

USPTO

6/23/2010 3:22:28 PM PAGE 17/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

SCHEDULE CTrademarksUnited States Trademarks

© Mark	Reg. Date	Serial No.	Reg. No.
AGRI STAR®	07-15-2003	75811664	2737152
AGRI STAR®(house)	4-01-2008	76669161	3403999
AQUA STAR®	06-11-2002	76040753	2579851
BROX®	09-25-2001	75738497	2493269
BUTYRAC®	02-26-1963	72142673	0745634
CLEAROUT®	06-04-2002	75324160	2574801
COSTARR®	05-25-2004	78183343	2846716
CROSSROAD®	10-16-2007	77069747	3313339
DICAMBAZINE®	08-01-2000	75738496	2372624
FALLOW STAR®	05-28-2002	76040757	2574381
FIVE STAR®	06-05-2001	75814617	2458523
FOREST STAR®	05-28-2002	76040755	2574380
GLY STAR®	09-28-2004	76040750	2889470
GLY-STAR PLUS®	08-12-2003	76040751	2750792
GUNSLINGER®	10-30-2007	76648846	3325324
IMIDASTAR®	09-11-2007	78871170	3292189
LANDMASTER®	11-06-1984	73453140	1303435
MACHO®	10-23-2007	76643089	3319096
MEPSTAR®	06-06-2006	78231160	3101464
MILO-PRO®	04-25-2000	75542453	2344667
NU-COP®	11-16-1999	75564289	2292697
ORCHARD STAR®	11-09-2004	78187571	2901517
OXYSTAR®	01-15-2008	77066743	3370025
PD2®	04-22-2008	77098263	3415266
QUINSTAR®	11-14-2006	76642495	3171954
RANGE STAR®	08-07-2001	75811749	2476540
REFUTE®	10-16-2007	77069716	3313338
SONOMA®	03-04-2008	77007431	3392380
SPUR®	08-07-2007	76642496	3275888

USPTO

6/23/2010 3:22:28 PM PAGE 18/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

® Mark	Reg. Date	Serial No.	Reg. No.
TEBUSTAR®	11-28-2006	76648440	3177582
THUNDER®	04-29-2008	77069785	3419272
THUNDER MASTER®	05-06-2008	77026662	3423484
TRANS-STAR®	12-30-2003	78130465	2800247
TRIUMPH®	10-09-2007	76646869	3307828
WEED-HOE®	12-03-1985	73532018	1373370

USPTO

6/23/2010 3:22:28 PM PAGE 19/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

SCHEDULE D**Trademark Applications and Common Law* Marks****United States Trademark Applications**

<u>Applied for Mark™</u>	<u>Serial No.</u>	<u>Current Status</u>
BATTLE STAR	77730673	1(b) allowed
SILVER STAR	77738230	1(b) allowed
SILVER STAR PLUS	77738245	1(b) allowed
DICAMBA HD	77905780	1(b) filed 01-06-2010
GLYSTAR® GOLD	77940065	1(b) filed 02-19-2010
MICROGEL	77949416	1(b) filed 03-03-2010

United States Common Law Marks™

IMPULSE™
 COMMANDO™
 SOLVE™
 COP-O-ZINC™

USPTO

6/23/2010 3:22:28 PM PAGE 20/020 Fax Server

TO: JENNIFER A. VISINTINE COMPANY: ONE US BANK PLAZA

SCHEDULE BLicenses

License from Monsanto Company with respect to the application of products containing glyphosate to "Roundup Ready" corn, cotton, canola, soybeans and sugarbeets pursuant to a Registration and Non-Assert Agreement dated September 29, 2000, as amended, and extending to perpetuity.

License from Monsanto Company with respect to specified patents on the manufacture or formulation of glyphosate pursuant to an Addendum to Registration and Non-Assert Agreement dated September 2007, to wit:

US Pat. No. 5,023,369
US Pat. No. 5,043,475
US Pat. No. 5,077,430
Canada Pat. No. 2,034,677
Canada Pat. No. 2,034,882