

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
Universal Cooperatives, Inc.		06/22/2011	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	1953329	AGAVE SISALANA GENUINUS
Registration Number:	0909578	AGRI MASTER
Registration Number:	2709931	AGRI-TUFF
Registration Number:	3743061	AIRLINK
Registration Number:	1779950	AQUAGENE
Registration Number:	3743063	ASTOUND
Registration Number:	3209524	BEYOND THE EDGE
Registration Number:	3102243	BLACK STALLION
Registration Number:	1530507	BOVA CREAM
Registration Number:	2533959	CAL FAST CALVING GEL
Registration Number:	0537904	CO-OP
Registration Number:	2988410	CO-OP U
Registration Number:	3309167	COUNTRY MILE
Registration Number:	3491948	COUNTRY MILE

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Registration Number:	3336641	COUNTRY MILE ANIMAL HEALTH
Registration Number:	2376702	CROP-SURE
Registration Number:	1777560	CROP-SURF
Registration Number:	1799423	DIAMOND
Registration Number:	3061163	DURABALE
Registration Number:	3309062	ECLIPSE
Registration Number:	3299512	ECLIPSE
Registration Number:	3743062	EXCLAIM
Registration Number:	1128656	EXTRA
Registration Number:	2041687	EXTRA BIG
Registration Number:	3708499	FOREST REVOLVER
Registration Number:	2522592	GLY-4
Registration Number:	2522593	GLY-4 PLUS
Registration Number:	3079645	GLY-4 PLUS
Registration Number:	0838186	GOLD CREST
Registration Number:	0670082	GOLDEN BOW
Registration Number:	1676355	GOLDEN MARK
Registration Number:	2624354	GOLDEN VALLEY
Registration Number:	2476698	GREEN GRASS
Registration Number:	2644276	GREEN VALLEY
Registration Number:	0750749	GREENFIELD SUPREME
Registration Number:	1128655	GREENFIELD SUPREME
Registration Number:	3406165	HARVEST GOLD
Registration Number:	3350961	HARVEST GREEN
Registration Number:	3920933	HERDSMAN
Registration Number:	1143429	HOLLAND EXTRA
Registration Number:	1773968	KEM LINK
Registration Number:	3319903	MAG-NET NET WRAP
Registration Number:	1989363	PET'S CORNER
Registration Number:	1968463	PET'S CORNER QUALITY PET PRODUCTS
Registration Number:	2718328	POINT
Registration Number:	2138435	PROTEK
Registration Number:	0700081	REMINGTON
Registration Number:	3878035	REPLACE
Registration Number:	3346163	REVOLVER

	2124649	ROYAL HOLLAND
Registration Number:	2164724	STAMPEDE
Registration Number:	3693346	STAMPEDE
Registration Number:	2171926	STAMPEDE
Registration Number:	3702344	STAMPEDE
Registration Number:	2930987	TITE'N TUFF
Registration Number:	2930986	TNT
Registration Number:	2768159	TUFF-WRAP
Registration Number:	2527901	UCPA
Registration Number:	2682155	UCPA UNIVERSAL CROP PROTECTION ALLIANCE
Registration Number:	3182733	UCPA UNIVERSAL CROP PROTECTION ALLIANCE
Registration Number:	0530238	UNIVERSAL
Registration Number:	2515694	UNIVERSAL CROP PROTECTION ALLIANCE
Registration Number:	1702478	WEATHER MARK
Serial Number:	85161809	CROSSLINK
Serial Number:	85264438	TORRID

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1956705
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/23/2011

Total Attachments: 11
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THIS TRADEMARK SECURITY AGREEMENT, dated as of June 22, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 22, 2011, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

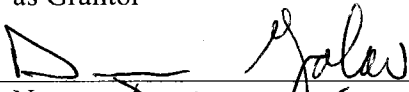
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

UNIVERSAL COOPERATIVES, INC.
as Grantor

By: 
Name: DENNIS GYOLAI
Title: TREASURER

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

Signature Page to UCI Trademark Security Agreement

TRADEMARK
REEL: 004568 FRAME: 0624

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

UNIVERSAL COOPERATIVES, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name:
Title:

Jack F. Morrone
Duly Authorized Signatory

Signature Page to UCI Trademark Security Agreement

TRADEMARK
REEL: 004568 FRAME: 0625

SCHEDULE 1

Country	Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Next Renewal Date
Canada	AIRLINK	Pending	1,512,128	21-Jan-2011			N/A	
Canada	AGRI MASTER	Registered	1241148		TMA703954	17-Dec-2004	N/A	
Canada	BEYOND THE EDGE	Registered	1154413	01-Oct-2002	TMA605,511	17-Mar-2004	N/A	17-Mar-2019
Canada	BLACK STALLION	Registered	1267499	05-Aug-2005	TMA721,948	25-Aug-2008	N/A	25-Aug-2023
Canada	CROSSLINK	Pending	1,520,422	23-Mar-2011			N/A	
Canada	ECLIPSE	Registered	1299046	25-Apr-2006	TMA739,794	11-May-2009	N/A	11-May-2024
Canada	ECLIPSE & Design	Registered	1299129	25-Apr-2006	TMA739,792	11-May-2009	N/A	11-May-2024
Canada	EXCELLO	Registered	421208	17-Feb-1978	TMA237,889	07-Dec-1979	N/A	07-Dec-2024
Canada	EXTRA	Registered	421211	17-Feb-1978	TMA242,590	11-May-1980	N/A	11-May-2025
Canada	EXTRA & Design (Star)	Registered	244246	10-Feb-1958	TMA117,574	14-Apr-1960	N/A	14-Apr-2020
Canada	FOREST REVOLVER	Registered	1,454,163	05-Oct-2009	TMA788,620	26-Jan-11	N/A	26-Jan-26
Canada	GREENFIELD SUPREME	Registered	421209	17-Feb-1978	TMA254,920	16-Jan-1981	N/A	16-Jan-2026
Canada	HERDSMAN	Pending	1,512,856	27-			N/A	

				Jan-2011				
Canada	HOLLAND EXTRA (Stylized)	Registered	421210	17- Feb- 1978	TMA250,675	26- Sep- 1980	N/A	26-Sep- 2025
Canada	PET'S CORNER	Registered	772271	04- Jan- 1995	TMA512,853	15- Jul- 1999	N/A	15-Jul- 2014
Canada	PRAIRIE PRIDE & Design	Registered	123205	16- May- 1924	TMDA037,815	16- May- 1925	N/A	16-May- 2020
Canada	ROYAL HOLLAND	Registered	864931	21- Jul- 1998	TMA522,531	31- Jan- 2000	N/A	31-Jan- 2015
Canada	STAMPEDE	Registered	832963	07- Jan- 1997	TMA488,436	28- Jan- 1998	N/A	28-Jan- 2013
Canada	STAMPEDE	Registered	1382008	05- Feb- 2008	TMA757,873	26- Jan- 2010	N/A	26-Jan- 2025
Canada	STAMPEDE & Design	Registered	832964	07- Jan- 1997	TMA487,142	16- Dec- 1997	N/A	16-Dec- 2012
Canada	STAMPEDE & Design	Registered	1382009	05- Feb- 2008	TMA757,681	22- Jan- 2010	N/A	22-Jan- 2025
Canada	UNIVERSAL	Registered	201374	04- Dec- 1948	UCA032,297	04- Dec- 1948	N/A	04-Dec- 2023
USA	AGAVE SISALANA GENUINUS & Design	Registered	74/647,791	16- Mar- 1995	1,953,329	30- Jan- 1996	22	30-Jan- 2016
USA	AGRI MASTER & Design	Registered	72/360,839	26- May- 1970	909,578	09- Mar- 1971	12	09-Mar- 2021
USA	AGRI-TUFF & Design (Bulldog)	Registered	76/235,995	05- Apr- 2001	2,709,931	22- Apr- 2003	22	22-Apr- 2013
USA	AIRLINK	Registered	77/530,294	24- Jul- 2008	3,743,061	26- Jan- 2010	01	26-Jan- 2020

USA	AQUAGENE	Registered	74/326,698	30- Oct- 1992	1,779,950	06- Jul- 1993	01	06-Jul- 2013
USA	ASTOUND	Registered	77/530,335	24- Jul- 2008	3,743,063	26- Jan- 2010	01	26-Jan- 2020
USA	BEYOND THE EDGE	Registered	78/166,913	23- Sep- 2002	3,209,524	13- Feb- 2007	17,22	13-Feb- 2017
USA	BLACK STALLION	Registered	78/567,533	15- Feb- 2005	3,102,243	06- Jun- 2006	22	06-Jun- 2016
USA	BOVA CREAM	Registered	73/725,615	02- May- 1988	1,530,507	21- Mar- 1989	05	21-Mar- 2019
USA	CAL FAST CALVING GEL	Registered	76/164,248	13- Nov- 2000	2,533,959	29- Jan- 2002	05	29-Jan- 2012
USA	CO-OP (Stylized)	Registered	71/514,167	14- Nov- 1947	537,904	13- Feb- 1951	22	13-Feb- 2021
USA	CO-OP U (stylized)	Registered	75/670,494	30- Mar- 1999	2,988,410	30- Aug- 2005	01,12,22,03,04,05	30-Aug- 2015
USA	COUNTRY MILE	Registered	78/759,424	22- Nov- 2005	3,309,167	09- Oct- 2007	35	09-Oct- 2017
USA	COUNTRY MILE & Design (Updated Logo)	Registered	77/368,567	10- Jan- 2008	3,491,948	26- Aug- 2008	35	26-Aug- 2018
USA	COUNTRY MILE ANIMAL HEALTH	Registered	78/759,325	22- Nov- 2005	3,336,641	13- Nov- 2007	35	13-Nov- 2017
USA	CROP-SURE	Registered	75/570,810	14- Oct- 1998	2,376,702	15- Aug- 2000	05	15-Aug- 2020
USA	CROP-SURF	Registered	74/325,405	26- Oct- 1992	1,777,560	22- Jun- 1993	01	22-Jun- 2013
USA	CROSSLINK	Pending	85/161,809	26- Oct- 2010			01	

USA	DIAMOND	Registered	74/356,150	05-Feb-1993	1,799,423	19-Oct-1993	22	19-Oct-2013
USA	DURABALE	Registered	78/417,978	13-May-2004	3,061,163	21-Feb-2006	22	21-Feb-2016
USA	ECLIPSE	Registered	78/747,171	04-Nov-2005	3,309,062	09-Oct-2007	17,22	09-Oct-2017
USA	ECLIPSE & Design	Registered	78/747,161	04-Nov-2005	3,299,512	25-Sep-2007	22	25-Sep-2017
USA	EXCLAIM	Registered	77/530,317	24-Jul-2008	3,743,062	26-Jan-2010	01	26-Jan-2020
USA	EXTRA	Registered	73/153,968	03-Jan-1978	1,128,656	01-Jan-1980	22	01-Jan-2020
USA	EXTRA BIG	Registered	74/718,902	22-Aug-1995	2,041,687	04-Mar-1997	22	04-Mar-2017
USA	FOREST REVOLVER	Registered	77/718,094	20-Apr-2009	3,708,499	10-Nov-2009	22	10-Nov-2019
USA	GLY-4	Registered	76/262,448	24-May-2001	2,522,592	25-Dec-2001	05	25-Dec-2011
USA	GLY-4 PLUS	Registered	76/262,449	24-May-2001	2,522,593	25-Dec-2001	05	25-Dec-2011
USA	GLY-4 PLUS & Design	Registered	78/613,916	21-Apr-2005	3,079,645	11-Apr-2006	05	11-Apr-2016
USA	GOLD CREST (Stylized)	Registered	72/267,541	24-Mar-1967	838,186	07-Nov-1967	22	07-Nov-2017
USA	GOLDEN BOW	Registered	72/037,000	11-Sep-1957	670,082	25-Nov-1958	22	25-Nov-2017
USA	GOLDEN MARK	Registered	74/070,648	18-Jun-1990	1,676,355	18-Feb-1992	12	18-Feb-2012
USA	GOLDEN VALLEY	Registered	76/279,126	02-Jul-2001	2,624,354	24-Sep-2002	22	24-Sep-2012

USA	GREEN GRASS	Registered	75/911,555	07-Feb-2000	2,476,698	07-Aug-2001	22	07-Aug-2011
USA	GREEN VALLEY	Registered	76/262,828	25-May-2001	2,644,276	29-Oct-2002	22	29-Oct-2012
USA	GREENFIELD SUPREME	Registered	72/148,897	12-Jul-1962	750,749	11-Jun-1963	22	11-Jun-2013
USA	GREENFIELD SUPREME	Registered	73/153,948	03-Jan-1978	1,128,655	01-Jan-1980	22	01-Jan-2020
USA	HARVEST GOLD	Registered	77/078,718	09-Jan-2007	3,406,165	01-Apr-2008	22	01-Apr-2018
USA	HARVEST GREEN	Registered	77/078,694	09-Jan-2007	3,350,961	11-Dec-2007	22	11-Dec-2017
USA	HERDSMAN	Registered	77/885,645	03-Dec-2009	3,920,933	15-Feb-2011	06,21	15-Feb-21
USA	HOLLAND EXTRA (Stylized)	Registered	73/153,969	03-Jan-1978	1,143,429	16-Dec-1980	22	16-Dec-2020
USA	KEM LINK	Registered	74/325,455	26-Oct-1992	1,773,968	01-Jun-1993	01	01-Jun-2013
USA	MAG-NET NET WRAP & Design	Registered	78/610,927	18-Apr-2005	3,319,903	23-Oct-2007	22	23-Oct-2017
USA	PET'S CORNER	Registered	75/975,141	05-Jul-1994	1,989,363	23-Jul-1996	18,20	23-Jul-2016
USA	PET'S CORNER QUALITY PET PRODUCTS & Design	Registered	74/674,032	15-May-1995	1,968,463	16-Apr-1996	18	16-Apr-2016
USA	POINT	Registered	75/727,178	10-Jun-1999	2,718,328	27-May-2003	01	27-May-2013
USA	PROTEK	Registered	75/174,636	01-Oct-1996	2,138,435	24-Feb-1998	20	24-Feb-2018

USA	REMINGTON	Registered	72/085,618	18-Nov-1959	700,081	28-Jun-1960	09	28-Jun-2020
USA	REPLACE	Registered	77/889,564	09-Dec-2009	3,878,035	16-Nov-2010	01	16-Nov-2020
USA	REVOLVER	Registered	78/906,295	12-Jun-2006	3,346,163	27-Nov-2007	22	27-Nov-2017
USA	ROYAL HOLLAND	Registered	74/647,790	16-Mar-1995	2,124,649	30-Dec-1997	22	30-Dec-2017
USA	STAMPEDE	Registered	75/220,884	03-Jan-1997	2,164,724	09-Jun-1998	22	09-Jun-2018
USA	STAMPEDE	Registered	77/358,447	21-Dec-2007	3,693,346	06-Oct-2009	17	06-Oct-2019
USA	STAMPEDE & Design	Registered	75/220,851	03-Jan-1997	2,171,926	07-Jul-1998	22	07-Jul-2018
USA	STAMPEDE & Design	Registered	77/358,418	21-Dec-2007	3,702,344	27-Oct-2009	17	27-Oct-2019
USA	TITE'N TUFF	Registered	78/424,285	25-May-2004	2,930,987	08-Mar-2005	22	08-Mar-2015
USA	TNT	Registered	78/424,283	25-May-2004	2,930,986	08-Mar-2005	22,22	08-Mar-2015
USA	TORRID	Pending	85/264,438	11-Mar-2011			1	
USA	TUFF-WRAP	Registered	78/088,085	12-Oct-2001	2,768,159	23-Sep-2003	17	23-Sep-2013
USA	UCPA	Registered	75/577,868	26-Oct-1998	2,527,901	08-Jan-2002	01,05	08-Jan-2012
USA	UCPA UNIVERSAL CROP PROTECTION ALLIANCE & Design	Registered	75/881,553	28-Dec-1999	2,682,155	04-Feb-2003	35	04-Feb-2013

USA	UCPA UNIVERSAL CROP PROTECTION ALLIANCE & Design	Registered	78/622,616	04- May- 2005	3,182,733	12- Dec- 2006	01,05	12-Dec- 2016
USA	UNIVERSAL (Stylized)	Registered	71/569,088	19- Nov- 1948	530,238	05- Sep- 1950	07	05-Sep- 2020
USA	UNIVERSAL CROP PROTECTION ALLIANCE	Registered	75/577,869	26- Oct- 1998	2,515,694	04- Dec- 2001	01,05	04-Dec- 2011
USA	WEATHER MARK	Registered	74/070,578	18- Jun- 1990	1,702,478	21- Jul- 1992	12	21-Jul- 2022