

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
Terra Novo, Inc.		06/07/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Organic Earth Industries, Inc.		
Street Address:	4725 Crest Rd.		
City:	Fort Collins		
State/Country:	COLORADO		
Postal Code:	80524		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2836601	EARTHBOUND	
CORRESPONDENCE DATA			
Fax Number:	9702329927		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	970-225-6700		
Email:	kcollins@nocolegal.com		
Correspondent Name:	Kay L. Collins		
Address Line 1:	103 W. Mountain		
Address Line 2:	Suite 200		
Address Line 4:	Fort Collins, COLORADO 80524		
ATTORNEY DOCKET NUMBER:	15139103-SECURITY AGREEME		
NAME OF SUBMITTER:	Kay L. Collins		
Signature:	/Kay L. Collins/		

OP \$40.00 2836601

Date:

06/18/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated June 7, 2012, is made by Terra Novo, Inc., a California corporation (the “**Borrower**”) in favor of Organic Earth Industries, Inc., an Idaho corporation (the “**Lender**”) from time to time the “**Parties**” to the Asset Purchase Agreement referred to below.

WHEREAS, the Parties have entered into an Asset Purchase Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the “**APA**”);

WHEREAS, in connection with the APA, the Borrower has made two (2) Promissory Notes, of even date herewith (as amended, supplemented or otherwise modified from time to time, the “**Notes**”) payable to Lender;

WHEREAS, under the terms of the Notes and this Trademark Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain trademarks and trademark registrations of the Borrower and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Grant of Security. Borrower hereby grants to the Lender a security interest in all of Borrower’s right, title and interest in and to the following (the “**Collateral**”):

- i. the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);
- ii. all proceeds and products of the Trademarks; and
- iii. all rights to sue at law or in equity for any infringement, unfair competition or other impairment thereof, including the right to receive all proceeds and damages therefrom.

SECTION 2. Recordation. Borrower authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. Borrower does hereby acknowledge and confirm that the

grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Notes, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Notes (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the Notes and this Trademark Security Agreement, the terms of the Notes shall control.

SECTION 5. Termination. This Trademark Security Agreement shall terminate concurrently with the termination of the Notes in accordance with the terms thereof.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the state of California.

All capitalized terms not defined herein shall have the meaning ascribed to them in the APA.

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

BORROWER:

TERRA NOVO, INC.

By: _____

Name: Scott Harrison

Its: President

LENDER:

ORGANIC EARTH INDUSTRIES, INC.

By: _____

Name: J. Kevin Loucks

Its: President

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BORROWER:

TERRA NOVO, INC.

By: _____
Name: Scott Harrison
Its: President

LENDER:

ORGANIC EARTH INDUSTRIES, INC.

By: *J. Kevin Loucks*
Name: Kevin Loucks
Its: President

SCHEDULE A

- U.S. Trademark Registration No. 2,836,601 for “EarthBound” together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith
- “EarthBound” trademark as registered (and described above) as used in the following product names: EarthBound L, EarthBound Tablets, EarthBound Gel Log, EarthBound 2000, EarthBound Scientific, EarthBound Pro, EarthBound Plus, EarthBound Super, EarthBound Gel Disks, and the unregistered mark Downspout Doctor