

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
AMVAC Chemical Corporation		10/25/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of the West
Street Address:	4400 MacArthur Blvd., Suite 150
Internal Address:	Mail Sort SC-634-01-C
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1076260	AMBUSH
Registration Number:	1418104	AZTEC
Registration Number:	3502719	BIDRINXP
Registration Number:	3322397	COUNTER
Registration Number:	0659682	DEF
Registration Number:	1477268	DEF
Registration Number:	3496769	DISCIPLINE 2EC
Registration Number:	2487092	EZ LOAD SYSTEM
Registration Number:	0659980	FOLEX
Registration Number:	3246035	LOCK'N LOAD
Registration Number:	0950180	MOCAP
Registration Number:	0851704	NEMACUR
Registration Number:	3490042	NUVAN

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Registration Number:	3636669	NUVAN
Registration Number:	2447872	ONE LAST MEAL FOR SLUG AND SNAILS
Registration Number:	3351681	TERRACLOR
Registration Number:	3920492	THE GLYPHOSATE TANK MIX PARTNER OF CHOIC
Registration Number:	3623938	THE STANDARD IN CORN SAFETY
Registration Number:	0836545	TURFCIDE
Registration Number:	4299316	YES YIELD ENHANCEMENT SOLUTIONS
Registration Number:	0596566	AMID-THIN
Registration Number:	4361783	AMVAC INSECT SHIELD
Serial Number:	85267880	AMVAC INSECT SHIELD MAX
Registration Number:	0746085	BIDRIN
Registration Number:	0907369	DEADLINE
Registration Number:	1425416	DEADLINE BULLETS
Registration Number:	1395496	HINDER
Serial Number:	85569102	INSECT SHIELD MAX FARM MULTI PACK
Registration Number:	1902113	PRELUDE
Registration Number:	3493673	PROSTRIPS
Registration Number:	3652419	SMART CHOICE
Registration Number:	4339042	SMARTBLOCK
Serial Number:	85895293	SMARTBLOCK
Serial Number:	85391928	SMARTDROP
Serial Number:	77951625	TATER SAVER
Serial Number:	85697463	YES

CORRESPONDENCE DATA

Fax Number: 2136208816
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 213-622-5555
Email: trademarks@allenmatkins.com
Correspondent Name: Pauline M. Stevens, Esq.
Address Line 1: 515 South Figueroa Street, 9th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	371507-00044
NAME OF SUBMITTER:	Karen L. Dubnansky, VP Bank of the West
Signature:	/Karen L. Dubnansky/

TRADEMARK

REEL: 005155 FRAME: 0439

11/15/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October ~~25~~ 2013 (this "Agreement"), is made by AMVAC CHEMICAL CORPORATION, a California corporation (the "Grantor"), in favor of Bank of the West, as the Agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Guaranteed and Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a Second Amended and restated Credit Agreement, dated as of June 17, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Amvac Chemical Corporation, a Delaware corporation, the Designated Borrowers thereunder, the various financial institutions and other Persons from time to time party thereto, as lenders and the Agent, the Lenders have extended Commitments to make Loans to and maintain Loans with the Company;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 17, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5(e) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations of the Grantor; 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, for the benefit of each Guaranteed and Secured Party, as follows:

SECTION 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.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Guaranteed and Secured Party, a continuing security interest in all of the Grantor's right, title and interest now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all 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, whether currently in use 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, 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 "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I, to the extent permitted by such Trademark License;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (iii) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the 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 Agent for its benefit and the ratable benefit of each other Guaranteed and Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Guaranteed and Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. No Present Assignment. Neither the Credit Agreement, this Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Agent, it is the intention of the parties hereto that Company continue to own the Trademark Collateral.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Company and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

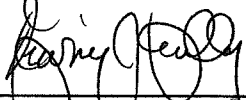
SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

AMVAC CHEMICAL CORPORATION

By: 
Name: TIMOTHY J. DONNELLY
Title: VP, General Counsel & Secy

BANK OF THE WEST,
as Agent

By: _____
Name: _____
Title: _____

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

AMVAC CHEMICAL CORPORATION

By: _____
Name: _____
Title: _____

BANK OF THE WEST,
as Agent

By: Karen Lubinsky
Name: _____
Title: _____

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

NAME	COUNTRY	NUMBER	TYPE
AMBUSH	United States	1,076,260	Trademark
AZTEC	United States	1,418,104	Trademark
BIDRINXP	United States	3,502,719	Trademark
COUNTER	United States	332,2397	Trademark
DEF	United States	659,682	Trademark
DEF	United States	1,477,268	Trademark
DISCIPLINE 2BC	United States	3,496,769	Trademark
EZ LOAD SYSTEM	United States	2,487,092	Trademark
FOLEX	United States	659,980	Trademark
FOLEX	United States	659980	Trademark
LOCK'NLOAD	United States	3,246,035	Trademark
MOCAP	United States	950,180	Trademark
NEMACUR	United States	851,704	Trademark
NUVAN	United States	3,490,042	Trademark
NUVAN Logo - NUVAN	United States	3636669	Trademark
ONE LAST MEAL FOR SLUGS & SNAILS	United States	2,447,872	Trademark
TERRACLOR	United States	3,351,681	Trademark
THE GLYPHOSATE TANK MIX OF	United States	3,920,492	Trademark
THE STANDARD IN CORN SAFETY	United States	3,623,938	Trademark
TURFCIDE	United States	836,545	Trademark
Y.E.S. YIELD ENCHANCEMENT	United States	4,299,316	Trademark
AMID-THIN	United States	596,566	Trademark
AMVAC INSECT SHIELD	United States	4361783	Trademark
AMVAC INSECT SHIELD MAX	United States	85267880	Trademark
BIDRIN	United States	746085	Trademark
DEADLINE	United States	907369	Trademark
DEADLINE BULLETS	United States	1425416	Trademark
HINDER	United States	1395496	Trademark
INSECT SHIELD MAX FARM MULTI PACK	United States	85569102	Trademark
PRELUDE	United States	1902113	Trademark
PROSTRIPS	United States	3493673	Trademark
PROSTRIPS.COM	United States		Trademark

NAME	COUNTRY	NUMBER	TYPE
SMART CHOICE	United States	3652419	Trademark
SMARTBLOCK	United States	4339042	Trademark
SMARTBLOCK (& LOGO)	United States	85895293	Trademark
SMARTBULK	United States	77881234	Trademark
SMARTDROP	United States	85391928	Trademark
TATER SAVER	United States	77951625	Trademark
YES	United States	85697463	Trademark