

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albaugh, LLC		05/30/2014	LIMITED LIABILITY COMPANY: IOWA
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, N.A.		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	85466755	CAMO	
Registration Number:	4200049	BATTLE STAR	
Registration Number:	4048961	PROPI-STAR	
Registration Number:	3915163	MICROGEL	
Registration Number:	3874958	GLYSTAR GOLD	
Registration Number:	3862074	DICAMBA HD	
Registration Number:	3415266	PD 2	
Registration Number:	3419272	THUNDER	
Registration Number:	3313338	REFUTE	
Registration Number:	3313339	CROSSROAD	
Registration Number:	3370025	OXYSTAR	
Registration Number:	3403999	AGRI STAR	
Registration Number:	3423484	THUNDER MASTER	
Registration Number:	3392380	SONOMA	
Registration Number:	3292189	IMIDASTAR	
Registration Number:	3325324	GUNSLINGER	
Registration Number:	3177582	TEBUSTAR	
Registration Number:	3307828	TRIUMPH	
Registration Number:	3319096	MACHO	
TRADEMARK			

CH \$965.00 85466755

Property Type	Number	Word Mark
Registration Number:	3171954	QUINSTAR
Registration Number:	3275888	SPUR
Registration Number:	3101464	MEPSTAR
Registration Number:	2901517	ORCHARD STAR
Registration Number:	2889470	GLY STAR
Registration Number:	2750792	GLY-STAR PLUS
Registration Number:	2579851	AQUA STAR
Registration Number:	2574381	FALLOW STAR
Registration Number:	2458523	FIVE STAR
Registration Number:	2737152	AGRI STAR
Registration Number:	2476540	RANGE STAR
Registration Number:	2493269	BROX
Registration Number:	2292697	NU-COP
Registration Number:	2344667	MILO- PRO
Registration Number:	2574801	CLEAROUT
Registration Number:	1373370	WEED-HOE
Registration Number:	1303435	LANDMASTER
Registration Number:	0988718	KRENITE
Registration Number:	0745634	BUTYRAC

CORRESPONDENCE DATA

Fax Number: 6502138158

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1116065-0026
NAME OF SUBMITTER:	Christina Ishihara
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	06/02/2014

Total Attachments: 8

- source=IP Security Agreement#page1.tif
- source=IP Security Agreement#page2.tif
- source=IP Security Agreement#page3.tif
- source=IP Security Agreement#page4.tif
- source=IP Security Agreement#page5.tif
- source=IP Security Agreement#page6.tif
- source=IP Security Agreement#page7.tif

TRADEMARK

REEL: 005293 FRAME: 0167

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated May 30, 2014, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and HSBC Bank USA, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Albaugh, LLC (the "Borrower") entered into the Credit Agreement, dated as of May 30, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), among the Borrower, each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), HSBC Securities (USA) Inc., Credit Suisse Securities (USA) LLC and J.P. Morgan Securities LLC, as joint lead arrangers and joint bookrunners, and HSBC Bank USA, N.A., as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender. All capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Pledge and Security Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the L/C Issuers from time to time, the provision of Ancillary Facilities by the Ancillary Lenders from time to time, the entry by the Hedge Banks into Secured Hedge Agreements from time to time and the entry by the Cash Management Banks into Secured Cash Management Agreements from time to time, each Grantor has executed and delivered that certain U.S. Pledge and Security Agreement dated May 30, 2014 among the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities.

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

DEFINITIONS

Section 1. Grant of Security. As security for the payment or performance, as the case may be, in full of all of the Obligations when due, the undersigned hereby unconditionally grants and pledges to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and lien on, the undersigned's right, title and interest in and to the Collateral, in each case, as to each type of property described below, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising, including the following (the "Collateral"):

- (i) all patents and patent applications, including as set forth in Schedule A hereto (the "Patents");
- (ii) all trademark registrations and trademark applications, including as set forth in Schedule B hereto (provided that no security interest shall be granted in any United States "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 et. seq., prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the

Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyright registrations and copyright applications, including as set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable domestic government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

Section 6. Governing Law; Submission to Jurisdiction; Waiver of Venue; Service of Process; Waiver of Right to Trial by Jury, Etc. THE PROVISIONS OF SECTION 25 OF THE PLEDGE AND SECURITY AGREEMENT ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE, *MUTATIS MUTANDIS*, AND EACH PARTY HERETO AGREES TO BE BOUND THEREBY, AS IF FULLY SET FORTH HEREIN.

[Remainder of this page intentionally left blank; signature page follows]

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

ALBAUGH, LLC,

as Grantor

By: Spencer Vance
Name: Spencer Vance
Title: President

Signature Page for Albaugh IP Security Agreement

ACKNOWLEDGED AND ACCEPTED:

HSBC BANK USA, N.A.,
as Collateral Agent

By: 
Name: _____
Title: **ECLIFF JACKMAN**
VICE PRESIDENT

Signature Page for Albaugh IP Security Agreement

SCHEDULE A

PATENTS

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date
1.	Copper-based fungicide/bactericide	11410147	4/25/2006	8192766	6/5/2012
2.	Copper-Based Fungicide/Bactericide	12257041	10/23/2008	8221796	7/17/2012

SCHEDULE B

TRADEMARKS

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
1.	CAMO	85466755	11/8/2011	N/A	N/A
2.	BATTLE STAR	85448603	10/17/2011	4200049	8/28/2012
3.	PROPI-STAR	85287463	4/6/2011	4048961	11/1/2011
4.	MICROGEL	77949416	3/3/2010	3915163	2/1/2011
5.	GLYSTAR GOLD	77940065	2/19/2010	3874958	11/9/2010
6.	DICAMBA HD	77905780	1/6/2010	3862074	10/12/2010
7.	PD 2	77098263	2/2/2007	3415266	4/22/2008
8.	THUNDER	77069785	12/21/2006	3419272	4/29/2008
9.	REFUTE	77069716	12/21/2006	3313338	10/16/2007
10.	CROSSROAD	77069747	12/21/2006	3313339	10/16/2007
11.	OXYSTAR	77066743	12/18/2006	3370025	1/15/2008
12.	AGRI STAR	76669161	11/17/2006	3403999	4/1/2008
13.	THUNDER MASTER	77026662	10/22/2006	3423484	5/6/2008
14.	SONOMA	77007431	9/26/2006	3392380	3/4/2008
15.	IMIDASTAR	78871170	4/27/2006	3292189	9/11/2007
16.	GUNSLINGER	76648846	10/20/2005	3325324	10/30/2007
17.	TEBUSTAR	76648440	10/13/2005	3177582	11/28/2006
18.	TRIUMPH	76646869	9/15/2005	3307828	10/9/2007
19.	MACHO	76643089	7/19/2005	3319096	10/23/2007
20.	QUINSTAR	76642495	7/11/2005	3171954	11/14/2006
21.	SPUR	76642496	7/11/2005	3275888	8/7/2007
22.	MEPSTAR	78231160	3/28/2003	3101464	6/6/2006
23.	ORCHARD STAR	78187571	11/21/2002	2901517	11/9/2004
24.	GLY STAR	76040750	5/4/2000	2889470	9/28/2004
25.	GLY-STAR PLUS	76040751	5/4/2000	2750792	8/12/2003
26.	AQUA STAR	76040753	5/4/2000	2579851	6/11/2002
27.	FALLOW STAR	76040757	5/4/2000	2574381	5/28/2002
28.	FIVE STAR	75814617	10/4/1999	2458523	6/5/2001
29.	AGRI STAR	75811664	9/30/1999	2737152	7/15/2003
30.	RANGE STAR	75811749	9/30/1999	2476540	8/7/2001
31.	BROX	75738497	6/28/1999	2493269	9/25/2001
32.	NU-COP	75564289	10/2/1998	2292697	11/16/1999
33.	MILO- PRO	75542453	8/25/1998	2344667	4/25/2000
34.	CLEAROUT	75324160	7/14/1997	2574801	6/4/2002
35.	WEED-HOE	73532018	4/12/1985	1373370	12/3/1985
36.	LANDMASTER	73453140	11/16/1983	1303435	11/6/1984
37.	KRENITE	72458503	5/24/1973	988718	7/23/1974
38.	BUTYRAC	72142673	4/20/1962	745634	2/26/1963

SCHEDULE C

COPYRIGHTS

None.