

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309522

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Verdesian Life Sciences, LLC		07/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
Verdesian Life Sciences US, LLC		07/01/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Plant Protectants, LLC		07/01/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Rode-Trol, LLC		07/01/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
Northwest Agricultural Products, LLC		07/01/2014	LIMITED LIABILITY COMPANY: WASHINGTON
INTX Microbials, LLC		07/01/2014	LIMITED LIABILITY COMPANY: INDIANA
Specialty Fertilizer Products, LLC		07/01/2014	LIMITED LIABILITY COMPANY: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	Goldman Sachs Bank USA
<b>Street Address:</b>	200 West Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark
Serial Number:	76570291	CALCI PHITE
Serial Number:	76071789	CYTO-PHITE
Serial Number:	85901844	NUTRI-GROW MAGNUM WITH N-RICHED TECHNOLO
Serial Number:	85168263	NUTRI PHITE
Serial Number:	86164980	NUTRI PHITE
Serial Number:	74542028	NUTRI PHITE
Serial Number:	76338850	NUTRI-PHITE MAGNUM
Serial Number:	76345441	NUTRI-PHITE SULFONE
Serial Number:	85885280	QUALI-PHITE F

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77782156	TAKE OFF
Serial Number:	85901865	TAKE OFF CALCI PHITE
Serial Number:	85901877	TAKE OFF MAGNUM
Serial Number:	85901769	TAKE OFF P-DRIP Z
Serial Number:	85901760	TAKE OFF PHITE MZ
Serial Number:	85070584	TAKE OFF ST
Serial Number:	85901854	TAKE OFF SULFONE
Serial Number:	85468770	TURF PHITE
Serial Number:	85484294	TURF PHITE
Serial Number:	85332343	BLOOMTIME
Serial Number:	85153721	CHELAMINE GRANULAR
Serial Number:	85726388	CLEARDRIP
Serial Number:	77468175	CONSTANT BUPH-ER
Serial Number:	85044050	EMINATE
Serial Number:	85072039	FRUITPLEX
Serial Number:	78771159	KNOCK-OUT
Serial Number:	76238122	LINEMASTER
Serial Number:	76238120	M-P-A
Serial Number:	85933104	MULTI-COM GRANULAR
Serial Number:	85251760	NAP NORTHWEST AGRI PRODUCTS
Serial Number:	86246203	PRESIDE
Serial Number:	85050739	STERIC K
Serial Number:	77684270	STERIC K DS
Serial Number:	85562072	STERIC K LS
Serial Number:	77605238	STERIC MKS
Serial Number:	77635832	STERIC P DS
Serial Number:	85050732	STERIC P III
Serial Number:	85562047	STERIC P LS
Serial Number:	85050743	STERIC S
Serial Number:	77684361	STERIC S DS
Serial Number:	85562081	STERIC S LS
Serial Number:	85251782	STERIC S
Serial Number:	78556911	STRYKE
Serial Number:	78771211	SOLUTION DS
Serial Number:	77632461	WEED-A-CIDE
Serial Number:	76216562	WILT-GUARD
Serial Number:	85388901	YEOMAN ORGANIC
Serial Number:	85086599	NUTRI PHITE ULTRA
Serial Number:	77707095	SEED PHITE

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	77132596	QUALI-PHITE
Serial Number:	76591164	MULTI-PHITE
Serial Number:	76012162	NUTRI GROW
Serial Number:	76012153	MAGNA PHITE
Serial Number:	78861444	DISPENSE
Serial Number:	78868554	NEMATEC
Serial Number:	85734760	VERDESIAN
Serial Number:	85731349	VERDESIAN
Serial Number:	78597418	FUNGI PHITE
Serial Number:	76545848	RO-CIDE
Serial Number:	76544332	RO-CON
Serial Number:	76483853	RODE-TROL
Serial Number:	78827175	ACCOLADE
Serial Number:	77168769	CITRON
Serial Number:	77213302	CITRON H2O
Serial Number:	78827184	ESCALADE
Serial Number:	77898925	GUARD-N
Serial Number:	77882339	PRIMO
Serial Number:	77898906	STRIDE
Serial Number:	77882355	N-CHARGE
Serial Number:	78305896	AVAIL
Serial Number:	78698225	SFP
Serial Number:	78698524	AVAIL
Serial Number:	77096052	NUTRISPHERE-N
Serial Number:	77092565	SFP
Serial Number:	77809501	N-N
Serial Number:	85126081	MORE THAN MANURE
Serial Number:	85158408	
Serial Number:	85158412	N
Serial Number:	85320607	YIELD SIGNS
Serial Number:	85411170	TUXEDO
Serial Number:	85411164	MTM
Serial Number:	85476723	M M
Serial Number:	85608326	MM MORE THAN MANURE
Serial Number:	86008159	SURGENT

**CORRESPONDENCE DATA**

Fax Number: 2128225607

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

**REEL: 005315 FRAME: 0118**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212-530-5607  
**Email:** abrook@milbank.com  
**Correspondent Name:** Anna Brook  
**Address Line 1:** One Chase Manhattan Plaza  
**Address Line 4:** New York, NEW YORK 10005

<b>ATTORNEY DOCKET NUMBER:</b>	30045-64800
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<b>NAME OF SUBMITTER:</b>	Anna Brook
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<b>SIGNATURE:</b>	/Anna Brook/
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<b>DATE SIGNED:</b>	07/02/2014
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**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 1, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **GOLDMAN SACHS BANK USA**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement dated as of July 1, 2014, 2014 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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, solely to the extent, if any, 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 federal law.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

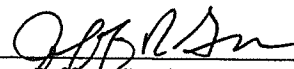
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

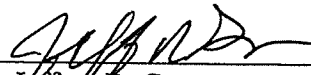
**VERDESIAN LIFE SCIENCES, LLC**

By:   
Name: Jeffery R. Grow  
Title: Chief Executive Officer

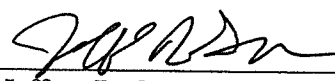
**VERDESIAN LIFE SCIENCES U.S., LLC**

By:   
Name: Jeffery R. Grow  
Title: Chief Executive Officer

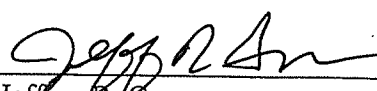
**PLANT PROTECTANTS, LLC**

By:   
Name: Jeffery R. Grow  
Title: Chief Executive Officer

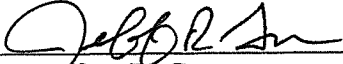
**RODE-TROL, LLC**

By:   
Name: Jeffery R. Grow  
Title: Chief Executive Officer

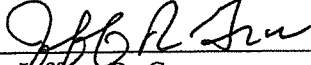
**NORTHWEST AGRICULTURAL PRODUCTS  
LLC**

By:   
Name: Jeffery R. Grow  
Title: Chief Executive Officer

**INTX microbials LLC**

By:   
Name: Jeffery R. Grow  
Title: Chief Executive Officer

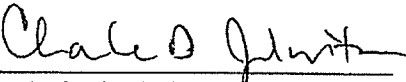
**SPECIALTY FERTILIZER PRODUCTS, LLC**

By:   
Name: Jeffery R. Grow  
Title: Chief Executive Officer



Accepted and Agreed:

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By:   
Authorized Signatory

**Charles D. Johnston**  
Authorized Signatory

[Goldman Sachs Signature Page for Verdesian – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005315 FRAME: 0124**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Verdesian Life Sciences U.S., LLC	CALCI PHITE	76/570,291	1/15/2004		7/26/2005
	CYTO-PHITE	76/071,789	6/16/2000	2,933,463	3/15/2005
	NUTRI-GROW MAGNUM WITH N- RICHED TECHNOLOGY	85/901,844	4/11/2013		
	NUTRI PHITE	85/168,263	11/3/2010	3,977,732	6/14/2011
	NUTRI PHITE	86/164,980	1/14/2014		
	NUTRI PHITE	74/542,028	6/24/1994	1,934,958	11/14/1995
	NUTRI-PHITE MAGNUM	76/338,850	11/14/2001	2,691,627	2/25/2003
	NUTRI-PHITE SULFONE	76/345,441	12/4/2001	2,694,099	3/4/2003
	QUALI-PHITE F	85/885,280	3/25/2013	4,425,387	10/29/2013
	TAKE OFF	77/782,156	7/15/2009	4,125,840	4/10/2012
	TAKE OFF CALCI PHITE	85/901,865	4/11/2013		
	TAKE OFF MAGNUM	85/901,877	4/11/2013	4,425,683	10/29/2013
	TAKE OFF P- DRIP Z	85/901,769	4/11/2013		
	TAKE OFF PHITE MZ	85/901,760	4/11/2013		
	TAKE OFF ST	85/070,584	6/24/2010	4,084,613	1/10/2012
	TAKE OFF SULFONE	85/901,854	4/11/2013		
	TURF PHITE	85/468,770	11/9/2011		
	TURF PHITE	85/484,294	11/30/2011		
	BLOOMTIME	85/332,343	5/27/2011	4,080,184	1/3/2012
	CHELAMINE GRANULAR	85/153,721	10/15/2010	4,226,265	10/16/2012
	CLEARDRIP	85/726,388	9/11/2012	4,328,287	4/30/2013
	CONSTANT BUpH-er	77/468,175	5/7/2008	3,563,691	1/20/2009
	EMINATE	85/044,050	5/20/2010	3,900,438	1/4/2011

	FRUITPLEX	85/072,039	6/25/2010	3,900,754	1/4/2011
	KNOCK OUT	78/771,159	12/12/2005	3,248,595	5/29/2007
	LINEMASTER	76/238,122	4/9/2001	2,612,196	8/27/2002
	M-P-A	76/238,120	4/9/2001	2,627,733	10/1/2002
	MULTI-COM GRANULAR	85/933,104	5/15/2013	4,536,070	5/27/2014
	NAP(DESIGN)	85/251,760	2/25/2011	4,034,637	10/4/2011
	PRESIDE	86/246,203	4/8/2014		
	STERIC K	85/050,739	5/28/2010	3,913,508	2/1/2011
	STERIC K DS	77/684,270	3/5/2009	3,691,868	10/6/2009
	STERIC K LS	85/562,072	3/6/2012	4,233,354	10/30/2012
	STERIC MKS	77/605,238	10/31/2008	3,631,176	6/2/2009
	STERIC P DS	77/635,832	12/18/2008	3,631,352	6/2/2009
	STERIC P III	85/050,732	5/28/2010	3,913,507	2/1/2011
	STERIC P LS	85/562,047	3/6/2012	4,233,353	10/30/2012
	STERIC S	85/050,743	5/28/2010	3,913,509	2/1/2011
	STERIC S DS	77/684,361	3/5/2009	3,691,869	10/6/2009
	STERIC S LS	85/562,081	3/6/2012	4,233,355	10/30/2012
	STERIC S LOGO	85/251,782	2/25/2011	4,034,638	10/4/2011
	STRYKE	78/556,911	1/31/2005	3,110,538	6/27/2006
	SOLUTION DS	78/771,211	12/12/2005	3,250,055	6/5/2007
	WEED-A-CIDE	77/632,461	12/12/2008	3,707,884	11/10/2009
	WILT-GUARD	76/216,562	2/27/2001	2,626,400	9/24/2002
	YEOMAN ORGANIC	85/388,901	8/3/2011	4,144,328	5/15/2012

	NUTRI PHITE ULTRA	85/086,599	7/16/2010	3,925,642	3/1/2011
	SEED PHITE	77/707,095	4/5/2009	3,934,958	3/22/2011
	QUALI-PHITE	77/132,596	3/15/2007	3,391,039	3/4/2008
	MULTI-PHITE	76/591,164	5/10/2004	3,112,416	7/4/2006
	NUTRI GROW	76/012,162	3/28/2000	2,473,308	7/31/2001
	MAGNA PHITE	76/012,153	3/28/2000	2,473,307	7/31/2001
	DISPENSE	78/861,444	4/13/2006	3,804,923	6/15/2010
	NEMATEC	78/868,554	4/24/2006	3,596,669	3/24/2009
Verdesian Life Sciences, LLC	VERDESIAN	85734760	9/21/12		
	VERDESIAN	85731349	9/18/12		
Plant Protectants, LLC	FUNGI-PHITE	78597418	3/29/2005	3110609	6/27/2006
Rode-Trol, LLC	RO-CIDE	76/545,848	9/22/2003	2,922,173	2/1/2005
	RO-CON	76/544,332	9/12/2003	2,945,582	5/3/2005
	RODE-TROL	76/483,853	1/21/2003	2,826,207	3/23/2004
INTX Microbials LLC	ACCOLADE	78/827,175	3/2/2006	3,694,242	10/6/2009
	CITRON	77/168,769	4/30/2007	3,456,558	7/1/2008
	CITRON H2O	77/213,302	6/22/2007	3,456,821	7/1/2008
	ESCALADE	78/827,184	3/2/2006	3,759,405	3/9/2010
	GUARD-N	77/898,925	12/22/2009	3,818,298	7/13/2010
	PRIMO	77/882,339	11/30/2009		
	STRIDE	77/898,906	12/22/2009	3,818,297	7/13/2010
	N-CHARGE	77/882,355	11/30/2009	3,898,818	1/4/2011
Specialty Fertilizer Products, LLC	AVAIL	78/305896	26-Sep-2003	3124270	01-Aug-2006
	SFP & DESIGN	78/698225	23-Aug-2005	3291788	11-Sep-2007
	AVAIL & DESIGN	78/698524	23-Aug-2005	3291791	11-Sep-2007
	NUTRISPHERE-N	77/096052	31-Jan-2007	3301500	02-Oct-2007
	SFP	77/092565	26-Jan-2007	3323003	30-Oct-2007
	N-N	77/809501	20-Aug-2009	4214314	25-Sep-2012

	MORE THAN MANURE	85/126081	09-Sep-2010	4050519	01-Nov-2011
	AVAIL LOGO	85/158408	21-Oct-2010	3957856	10-May-2011
	N LOGO ONLY	85/158412	21-Oct-2010	3977286	14-Jun-2011
	YIELD SIGNS	85/320607	13-May-2011	4160126	19-Jun-2012
	TUXEDO	85/411170	30-Aug-2011		
	MTM	85/411164	30-Aug-2011	4135147	01-May-2012
	LOGO (MORE THAN MANURE)	85/476723	18-Nov-2011	4290003	12-Feb-2013
	MORE THAN MANURE AND DESIGN	85/608326	25-Apr-2012	4314696	02-Apr-2013
	SURGENT	86/008159	11-Jul-2013		