

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309780

| | | | |
|-----------------------------------|----------------------------|---------------------------|------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Midtech R&D, Inc. | | 07/02/2014 | CORPORATION: Minnesota |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal, as Agent | | |
| Street Address: | 115 S. LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 33 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3967951 | EVENT | |
| Registration Number: | 4172526 | FACTOR | |
| Registration Number: | 4243518 | HARVEST MAX | |
| Registration Number: | 4520452 | LOCKDOWN | |
| Registration Number: | 4507310 | N-CLINE | |
| Registration Number: | 4506861 | NUTRIPOLY | |
| Registration Number: | 4385294 | PHOS GR0W 40 | |
| Registration Number: | 4247315 | PLEXUS | |
| Registration Number: | 4486233 | PRO-LOCK | |
| Registration Number: | 4238379 | R2G | |
| Registration Number: | 3945562 | REVEL | |
| Serial Number: | 86046729 | BRUTE | |
| Serial Number: | 86188293 | DOMINANCE | |
| Serial Number: | 85115263 | FOLIAR MAX | |
| Serial Number: | 86107233 | FUNCTION | |
| Serial Number: | 86188294 | MARQUEE | |
| Serial Number: | 86238882 | MIX-ALL | |
| Serial Number: | 85708672 | N SHIELD UREASE INHIBITOR | |
| Serial Number: | 86227003 | ORTECH | |
| Serial Number: | 85210948 | PACER | |

CH \$840.00 3967951

| Property Type | Number | Word Mark |
|----------------|----------|-----------------|
| Serial Number: | 86226990 | PURITY |
| Serial Number: | 86081746 | READY PHOS |
| Serial Number: | 86231060 | READY-N |
| Serial Number: | 86227009 | RECON |
| Serial Number: | 85961230 | ROBUST |
| Serial Number: | 86226998 | R-WAY |
| Serial Number: | 86238881 | STAYDOWN |
| Serial Number: | 86226973 | SUNDANCE |
| Serial Number: | 86226994 | TRADITION 93 |
| Serial Number: | 86188296 | UPPERHAND |
| Serial Number: | 85820414 | UPRISE COMPLETE |
| Serial Number: | 86161600 | VALET |
| Serial Number: | 85425842 | VERSAPLUS |

CORRESPONDENCE DATA

Fax Number: 3026365454
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: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 205344-10

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 07/07/2014

Total Attachments: 6

source=7-7-14 Midtech RD Inc-TM#page2.tif
source=7-7-14 Midtech RD Inc-TM#page3.tif
source=7-7-14 Midtech RD Inc-TM#page4.tif
source=7-7-14 Midtech RD Inc-TM#page5.tif
source=7-7-14 Midtech RD Inc-TM#page6.tif
source=7-7-14 Midtech RD Inc-TM#page7.tif

TRADEMARK SECURITY AGREEMENT

This 2nd day of July, 2014, Midtech R&D, Inc., a Minnesota corporation ("*Debtor*") with its principal place of business and mailing address at 1120 Lake Avenue, Fairmont, Minnesota 56031, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges and grants to Bank of Montreal, a Canadian chartered bank, as Agent, with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Third Amended and Restated Security Agreement dated May 22, 2014 herewith between Debtor, such affiliates and Secured Party (such Third Amended and Restated Security Agreement, as amended, modified, supplemented or restated from time to time, hereinafter the "*Security Agreement*"). Capitalized terms used herein and not defined herein have the meanings set forth in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not pledge or grant a security interest to Secured Party in any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted to the extent the grant of such security interest would impair the registerability of such applications or the validity or enforceability of registrations issuing from such applications. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

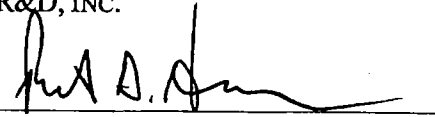
For clarity, this Trademark Security Agreement is not intended as a current assignment of the entire interest in the trademark, trademark registration and trademark application listed on

Schedule A hereto but it is intended to assign a security interest only on and pursuant to the terms of the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

MIDTECH R&D, INC.

By 

Name: Robert Hovde
Title: Chief Financial Officer

BANK OF MONTREAL, as Agent

By _____

Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005317 FRAME: 0554

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

MIDTECH R&D, INC.

By _____
Name: Robert Hovde
Title: Chief Financial Officer

BANK OF MONTREAL, as Agent

By Thomas M. Austorn
Name: Thomas Austorn
Title: Vice President


**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED TRADEMARKS

| MIDTECH R&D, INC. | | |
|------------------------------|---------------------|-------------------------|
| MARK | MARK (WORDS) | REGISTRATION No. |
| EVENT | EVENT | 3967951 |
| FACTOR | FACTOR | 4172526 |
| HARVEST MAX | HARVEST MAX | 4243518 |
| LOCKDOWN | LOCKDOWN | 4520452 |
| N-CLINE | N-CLINE | 4507310 |
| NUTRI-POLY | NUTRI-POLY | 4506861 |
| PHOS GROW 40 | PHOS GROW 40 | 4385294 |
| PLEXUS | PLEXUS | 4247315 |
| PRO LOCK | PRO LOCK | 4486233 |
| R2G | R2G | 4238379 |
| REVEL | REVEL | 3945562 |

PENDING U.S. TRADEMARKS

| MIDTECH R&D, INC. | | |
|---|------------------------------------|-------------------|
| MARK | MARK (WORDS) | SERIAL NO. |
| BRUTE | BRUTE | 86046729 |
| DOMINANCE | DOMINANCE | 86188293 |
| FOLIAR MAX | FOLIAR MAX | 85115263 |
| FUNCTION | FUNCTION | 86107233 |
| MARQUEE | MARQUEE | 86188294 |
| MIX-ALL | MIX-ALL | 86238882 |
|  | N SHIELD UREASE INHIBITOR (Design) | 85708672 |
| ORTECH (Word Mark) | ORTECH (Word Mark) | 86227003 |
| PACER | PACER | 85210948 |
| PURITY (Word Mark) | PURITY (Word Mark) | 86226990 |
| READY PHOS | READY PHOS | 86081746 |

MIDTECH R&D, INC.

| MARK | MARK (WORDS) | SERIAL NO. |
|--------------------------|--------------------------|-------------------|
| READY-N (Word Mark) | READY-N (Word Mark) | 86231060 |
| RECON (Word Mark) | RECON (Word Mark) | 86227009 |
| ROBUST | ROBUST | 85961230 |
| R-WAY (Word Mark) | R-WAY (Word Mark) | 86226998 |
| STAYDOWN | STAYDOWN | 86238881 |
| SUNDANCE (Word Mark) | SUNDANCE (Word Mark) | 86226973 |
| TRADITION 93 (Word Mark) | TRADITION 93 (Word Mark) | 86226994 |
| UPPERHAND | UPPERHAND | 86188296 |
| UPRISE COMPLETE | UPRISE COMPLETE | 85820414 |
| VALET | VALET | 86161600 |
| VERSAPLUS | VERSAPLUS | 85425842 |