

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brandt Consolidated, Inc.		10/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Serial Number:	86614411	BRANDT SOLUTION	
Registration Number:	4814815	BRANDT SMART QUATRO	
Serial Number:	86443797	BRANDT BITEK	
Registration Number:	4828362	INNOVATION WITHOUT BOUNDARIES	
Registration Number:	4612918	BRANDT PROFESSIONAL AGRICULTURE	
Registration Number:	4696872	BRANDT SMART SYSTEM TECHNOLOGY	
Registration Number:	4633795	BRANDT REACTION	
Registration Number:	4494128	BRANDT MANNI-PLEX TECHNOLOGY	
Registration Number:	4610282	AQUASURF	
Registration Number:	4308135	BIO-MASTER	
Registration Number:	4386345	BRANDT SMART TRIO	
Registration Number:	4799997	ENTREE	
Registration Number:	4329531	ENTREE	
Registration Number:	4182274	MONTEREY	
Registration Number:	4108791	ROCKET	
Registration Number:	4180594	TRESOIL	
Registration Number:	4172690	TRITEK	
Registration Number:	3925709	TAKE CONTROL	
Registration Number:	3925570	SMART SYSTEM	

OP \$1465.00 86614411

Property Type	Number	Word Mark
Registration Number:	3882295	DRIP-RITE
Registration Number:	3731429	WATER-IN
Registration Number:	3890386	SEED RX
Registration Number:	3864688	TOTAL ACRE
Registration Number:	3625816	NUTRAZONE
Registration Number:	3553040	BASE
Registration Number:	3430723	GREEN CYPRESS
Registration Number:	3635744	NEMA-Q
Registration Number:	4351919	BRANDT
Registration Number:	3314838	ECOTEC
Registration Number:	3314840	SPORATEC
Registration Number:	3370885	MATRATEC
Registration Number:	3215544	CONDITION XTRA
Registration Number:	3183804	GENERATION
Registration Number:	3189344	INDICATE 5
Registration Number:	3183802	BLUE LAGOON
Registration Number:	3183812	CONSAN
Registration Number:	3216550	TORPEDO
Registration Number:	3135825	MONOPLEX
Registration Number:	3195785	H2O - BLUE
Registration Number:	3115442	DUST BINDER
Registration Number:	2893277	NOCULATE
Registration Number:	2978740	M MONTEREY AGRESOURCES
Registration Number:	2878591	PROFESSIONAL AGRICULTURE
Registration Number:	2819681	NURTURE
Registration Number:	2740579	SAF-T-SIDE
Registration Number:	2732347	INSURE
Registration Number:	2758975	FOLI-CAL
Registration Number:	2734961	MANNI-PLEX
Registration Number:	2761855	N-BORON
Registration Number:	2576307	LOCH NESS
Registration Number:	2502142	NEO-TEC
Registration Number:	2405459	MONTEREY CHEMICAL COMPANY
Registration Number:	2043615	SEQUESTAR
Registration Number:	1647140	52 PICK UP
Registration Number:	1579694	BIG FOOT
Registration Number:	1403618	SAF-T-OIL
Registration Number:	1248055	M

Property Type	Number	Word Mark
Registration Number:	1037153	CLAWEL
CORRESPONDENCE DATA		
Fax Number:	6123408827	
<i>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.</i>		
Phone:	612-492-6819	
Email:	ip.docket@dorsey.com	
Correspondent Name:	Evan Everist	
Address Line 1:	50 South Sixth Street	
Address Line 2:	Suite 1500	
Address Line 4:	Minneapolis, MINNESOTA 55402-1498	
ATTORNEY DOCKET NUMBER:	M256462	
NAME OF SUBMITTER:	Evan Everist	
SIGNATURE:	/Evan Everist/	
DATE SIGNED:	11/04/2015	
Total Attachments: 5		
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GRANT OF TRADEMARK SECURITY INTEREST

Dated: October 30, 2015

WHEREAS, Brandt Consolidated, Inc., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has entered into that Credit Agreement dated as of October 30, 2015 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), U.S. Bank National Association, as Administrative Agent for the Lenders (in such capacity, “**Administrative Agent**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor;

WHEREAS, any Loan Party may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements with Cash Management Banks and one or more Secured Hedge Agreements with one or more Hedge Banks in accordance with the terms of the Credit Agreement (as each such term is defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of a Second Amended and Restated Security Agreement dated as of October 30, 2015 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

1. all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in

foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

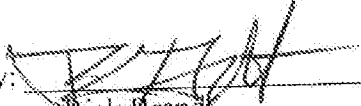
2. Notwithstanding the immediately preceding Section 1, this Grant of Trademark Security Interest will not relate to or affect Grantor's trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

3. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative 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 are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of date first written above.

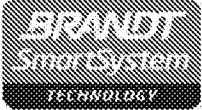


BRANDT CONSOLIDATED, INC.

By: 
Name: Rick Brandt
Its: President & Chief Executive Officer

Grant of Trademark Security Interest
(Brandt Consolidated, Inc.)

TRADEMARK
REEL: 005660 FRAME: 0885

EXHIBIT A

Mark	App./Reg. No.
BRANDT SOLUTION	86/614,411
BRANDT SMART QUATRO	4,814,815
BRANDT BITEK *	86/443,797
INNOVATION WITHOUT BOUNDARIES	4,828,362
BRANDT PROFESSIONAL AGRICULTURE	4,612,918
BRANDT SMART SYSTEM TECHNOLOGY 	4,696,872
BRANDT REACTION	4,633,795
BRANDT MANNI-PLEX TECHNOLOGY 	4,494,128
AQUASURF	4,610,282
BIOMASTER	4,308,135
BRANDT SMART TRIO	4,386,345
ENTREE	4,799,997
ENTREE	4,329,531
MONTEREY	4,182,274
ROCKET	4,108,791
TRESOIL	4,180,594
TRITEK	4,172,690
TAKE CONTROL	3,925,709
SMART SYSTEM	3,925,570
DRIP-RITE	3,882,295
WATER-IN	3,731,429
SEED RX	3,890,386
TOTAL ACRE	3,864,688
NUTRAZONE	3,625,816
BASE	3,553,040
GREEN CYPRESS 	3,430,723
NEMA-Q	3,635,744
BRANDT	4,351,919
ECOTEC	3,314,838

Mark	App./Reg. No.
SPORATEC	3,314,840
MATRATEC	3,370,885
CONDITION XTRA	3,215,544
GENERATION	3,183,804
INDICATE 5	3,189,344
BLUE LAGOON	3,183,802
CONSAN	3,183,812
TORPEDO	3,216,550
MONOPLEX	3,135,825
H2O – BLUE	3,195,785
DUST BINDER	3,115,442
NOCULATE	2,893,277
M MONTEREY AGRESOURCES	2,978,740
PROFESSIONAL AGRICULTURE	2,878,591
NURTURE	2,819,681
SAF-T-SIDE	2,740,579
INSURE	2,732,347
FOLI-CAL	2,758,975
MANNI-PLEX	2,734,961
N-BORON	2,761,855
LOCH NESS	2,576,307
NEO-TEC	2,502,142
MONTEREY CHEMICAL COMPANY	2,405,459
SEQUESTAR	2,043,615
52 PICK UP	1,647,140
BIG FOOT	1,579,694
SAF-T-OIL	1,403,618
M 	1,248,055
CLAWEL 	1,037,153

* Indicates Intent-to-Use trademark applications