

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421321

| | | | |
|-----------------------------------|--------------------------------------------------------------|---------------------------|----------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Innvictis Crop Care, LLC | | 03/09/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Credit Suisse AG, Cayman Islands Branch, as Collateral Agent | | |
| Street Address: | 11 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | Bank: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 85 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5082739 | ALTITUDE CROP INNOVATIONS | |
| Registration Number: | 5133869 | ARRIVE | |
| Registration Number: | 5133870 | CREVACE | |
| Registration Number: | 4988749 | CROSSOVER | |
| Registration Number: | 5133687 | CUT THROAT | |
| Registration Number: | 5090552 | DEVOUR | |
| Registration Number: | 5086809 | ELIMINATE | |
| Registration Number: | 5133688 | GOLD RUSH | |
| Registration Number: | 5133689 | GRAVITAS | |
| Registration Number: | 5133871 | LIVID | |
| Registration Number: | 5091270 | MOUNTAINEER | |
| Registration Number: | 4834576 | NIRVANA | |
| Registration Number: | 4988751 | OVERRULE | |
| Registration Number: | 5137326 | PECOS | |
| Registration Number: | 5133872 | PETRA | |
| Registration Number: | 5133690 | PROMINENCE | |
| Registration Number: | 5133902 | QUIVER | |
| Registration Number: | 4988750 | RAVAGE | |
| Registration Number: | 5091271 | SIMANTA | |
| TRADEMARK | | | |

OP \$2140.00 5082739

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------|
| Registration Number: | 5091273 | TREVO |
| Registration Number: | 5133901 | TRIVANT |
| Registration Number: | 5133900 | VACATE |
| Registration Number: | 5091272 | VAMOS |
| Registration Number: | 5086802 | VANDAL |
| Registration Number: | 5086803 | VELOMAX |
| Registration Number: | 5086804 | VERIFACT |
| Registration Number: | 5119478 | VISOR |
| Registration Number: | 4988748 | VOLTAGE ENDURX |
| Serial Number: | 87168956 | ALLEVIA |
| Serial Number: | 87168749 | ANOVA |
| Serial Number: | 87243905 | ARTEMIS |
| Serial Number: | 87333808 | AVOW |
| Serial Number: | 87168953 | BINDER |
| Serial Number: | 87168753 | BLANCO |
| Serial Number: | 87168756 | BRIDGER |
| Serial Number: | 87168760 | CALDERA |
| Serial Number: | 87168762 | CIVIC |
| Serial Number: | 87168959 | CIVILITY |
| Serial Number: | 87250348 | CLEARVIEW |
| Serial Number: | 87229585 | CRATER |
| Serial Number: | 87168960 | DERIVE |
| Serial Number: | 87168768 | DIVERSE K |
| Serial Number: | 87170136 | DIVULGE |
| Serial Number: | 87260645 | ENDURX |
| Serial Number: | 87168975 | ENVELOP |
| Serial Number: | 87168981 | GALVAN |
| Serial Number: | 87218997 | GROW TO YIELD |
| Serial Number: | 87168773 | IMMERSE |
| Serial Number: | 87169111 | INVICTIS CROP CARE, LLC |
| Serial Number: | 87243694 | INTRUSION |
| Serial Number: | 87168775 | IVC 5150 |
| Serial Number: | 87168978 | MULTITUDE |
| Serial Number: | 87128110 | NOVUS |
| Serial Number: | 87168727 | N-VEIL |
| Serial Number: | 87142566 | PITON |
| Serial Number: | 87168963 | QUARRY |
| Serial Number: | 87142554 | RAPPEL |

| Property Type | Number | Word Mark |
|----------------|----------|---------------|
| Serial Number: | 87142553 | RENDEZVOUS |
| Serial Number: | 87168979 | REVAMP |
| Serial Number: | 86837145 | REVEAL |
| Serial Number: | 86837139 | REVEAL ENDURX |
| Serial Number: | 87087948 | REVIZE |
| Serial Number: | 87142564 | SPIRE |
| Serial Number: | 87333791 | STAVE |
| Serial Number: | 87142550 | TENSION |
| Serial Number: | 87142549 | TRAIL HEAD |
| Serial Number: | 87333797 | UNDERCOVER |
| Serial Number: | 87168954 | V-AGRI |
| Serial Number: | 87168732 | VAIL |
| Serial Number: | 86814751 | VARSITY |
| Serial Number: | 87169315 | V-DRIFT |
| Serial Number: | 87168966 | VELOUR |
| Serial Number: | 87168967 | VENTURI |
| Serial Number: | 87170872 | VERIFY |
| Serial Number: | 87168971 | VERIMAX |
| Serial Number: | 87168973 | VERITAS |
| Serial Number: | 87168974 | VESPER |
| Serial Number: | 87142544 | VIBE |
| Serial Number: | 87142543 | VIGIL |
| Serial Number: | 87333802 | VILLAIN |
| Serial Number: | 87168951 | VIRIDIS |
| Serial Number: | 87128111 | VIRTUE |
| Serial Number: | 87172360 | VIXEN |
| Serial Number: | 87251288 | VODA |
| Serial Number: | 87168776 | VOYAGER |

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | F169218 |
| NAME OF SUBMITTER: | Karen S. Cottrell |
| SIGNATURE: | /Karen S. Cottrell/ |
| DATE SIGNED: | 03/28/2017 |

Total Attachments: 6

source=#89503072v1 - (IPSA 1L - Invictis Crop Care LLC For Filing)#page2.tif
source=#89503072v1 - (IPSA 1L - Invictis Crop Care LLC For Filing)#page3.tif
source=#89503072v1 - (IPSA 1L - Invictis Crop Care LLC For Filing)#page4.tif
source=#89503072v1 - (IPSA 1L - Invictis Crop Care LLC For Filing)#page5.tif
source=#89503072v1 - (IPSA 1L - Invictis Crop Care LLC For Filing)#page6.tif
source=#89503072v1 - (IPSA 1L - Invictis Crop Care LLC For Filing)#page7.tif

Intellectual Property Security Agreement (First Lien)

TRADEMARK SECURITY AGREEMENT dated as of March 9, 2017 (this "Agreement"), made by Invictis Crop Care, LLC, a Delaware Limited Liability Company (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

Reference is made to the Collateral Agreement (First Lien) dated as of November 15, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Pinnacle Operating Corporation (the "Borrower"), each subsidiary of the Borrower identified therein and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in, which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, and all renewals thereof, including those listed on Schedule I and (b) all goodwill associated therewith or symbolized thereby;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any applications for any trademarks that have been filed with the United States Patent and Trademark Office on the basis of an "intent-to-use" with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the United States Patent and Trademark Office.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by

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

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as such Pledgor may request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INNVICTIS CROP CARE, LLC,
as Pledgor

By: 

Name: David W. Bullock

Title: Executive Vice President
Chief Financial Officer
and Assistant Treasurer

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: Megan Kane
Title: Megan Kane
Name: Authorized Signatory

By: Julia Bykhovskaia
Title: Julia Bykhovskaia
Name: Authorized Signatory

Schedule I
to Intellectual Property Security Agreement (First Lien)

Trademarks Owned by Invictis Crop Care, LLC

| Trademark | Application # | File Date | Registration Date | Registration # |
|---------------------------|----------------------|------------------|--------------------------|-----------------------|
| Allevia | 87/168,956 | 9/13/2016 | | |
| Altitude Crop Innovations | 86/452,546 | 11/12/2014 | 11/15/2016 | 5,082,739 |
| Anova | 87/168,749 | 9/12/2016 | | |
| Arrive | 87/128,100 | 8/4/2016 | 1/31/2017 | 5,133,869 |
| Artemis | 87/243,905 | 11/21/2016 | | |
| Avow | 87/333,808 | 2/13/2017 | | |
| Binder | 87/168,953 | 9/13/2016 | | |
| Blanco | 87/168,753 | 9/12/2016 | | |
| Bridger | 87/168,756 | 9/12/2016 | | |
| Caldera | 87/168,760 | 9/12/2016 | | |
| Civic | 87/168,762 | 9/12/2016 | | |
| Civility | 87/168,959 | 9/13/2016 | | |
| Clearview | 87/250,348 | 11/29/2016 | | |
| Crater | 87/229,585 | 11/8/2016 | | |
| Crevace | 87/128,103 | 8/4/2016 | 1/31/2017 | 5,133,870 |
| Crossover | 86/837,136 | 12/2/2015 | 6/28/2016 | 4,988,749 |
| Cut Throat | 87/087,934 | 6/29/2016 | 1/31/2017 | 5,133,687 |
| Derive | 87/168,960 | 9/13/2016 | | |
| Devour | 87/005,075 | 4/18/2016 | 11/29/2016 | 5,090,552 |
| Diverse K | 87/168,768 | 9/12/2016 | | |
| Divulge | 87/170,136 | 9/13/2016 | | |
| Eliminate | 87/087,932 | 6/29/2016 | 11/22/2016 | 5,086,809 |
| Endurx | 87/260,645 | 12/7/2016 | | |
| Envelop | 87/168,975 | 9/13/2016 | | |
| Galvan | 87/168,981 | 9/13/2016 | | |
| Gold Rush | 87/087,939 | 6/29/2016 | 1/31/2017 | 5,133,688 |
| Gravitas | 87/087,942 | 6/29/2016 | 1/31/2017 | 5,133,689 |
| Grow to Yield | 87/218,997 | 10/28/2016 | | |
| Immerse | 87/168,773 | 9/12/2016 | | |
| Invictis Crop Care, LLC | 87/169,111 | 9/13/2016 | | |
| Intrusion | 87/243,694 | 11/21/2016 | | |
| IVC 5150 | 87/168,775 | 9/12/2016 | | |
| Livid | 87/128,107 | 8/4/2016 | 1/31/2017 | 5,133,871 |
| Mountaineer | 87/081,272 | 6/23/2016 | 11/29/2016 | 5,091,270 |
| Multitude | 87/168,978 | 9/13/2016 | | |
| Nirvana | 86/323,859 | 6/30/2014 | 10/20/2015 | 4,834,576 |
| Novus | 87/128,110 | 8/4/2016 | | |
| N-Veil | 87/168,727 | 9/12/2016 | | |
| Overrule | 86/837,148 | 12/2/2015 | 6/28/2016 | 4,988,751 |
| Pecos | 87/087,943 | 6/29/2016 | 2/7/2017 | 5,137,326 |
| Petra | 87/128,109 | 8/4/2016 | 1/31/2017 | 5,133,872 |
| Piton | 87/142,566 | 8/18/2016 | | |
| Prominence | 87/087,947 | 6/29/2016 | 1/31/2017 | 5,133,690 |
| Quarry | 87/168,963 | 9/13/2016 | | |
| Quiver | 87/142,556 | 8/18/2016 | 1/31/2017 | 5,133,902 |
| Rappel | 87/142,554 | 8/18/2016 | | |
| Ravage | 86/837,137 | 12/2/2015 | 6/28/2016 | 4,988,750 |
| Rendezvous | 87/142,553 | 8/18/2016 | | |
| Revamp | 87/168,979 | 9/13/2016 | | |
| Reveal | 86/837,145 | 12/2/2015 | | |
| Reveal Endurx | 86/837,139 | 12/2/2015 | | |

| Trademark | Application # | File Date | Registration Date | Registration # |
|------------------|----------------------|------------------|--------------------------|-----------------------|
| Revize | 87/087,948 | 6/29/2016 | | |
| Simanta | 87/081,274 | 6/23/2016 | 11/29/2016 | 5,091,271 |
| Spire | 87/142,564 | 8/18/2016 | | |
| Stave | 87/333,791 | 2/13/2017 | | |
| Tension | 87/142,550 | 8/18/2016 | | |
| Trail Head | 87/142,549 | 8/18/2016 | | |
| Undercover | 87/333,797 | 2/13/2017 | | |
| Trevo | 87/081,276 | 6/23/2016 | 11/29/2016 | 5,091,273 |
| Trivant | 87/142,547 | 8/18/2016 | 1/31/2017 | 5,133,901 |
| Vacate | 87/142,546 | 8/18/2016 | 1/31/2017 | 5,133,900 |
| V-Agri | 87/168,954 | 9/13/2016 | | |
| Vail | 87/168,732 | 9/12/2016 | | |
| Vamos | 87/081,275 | 6/23/2016 | 11/29/2016 | 5,091,272 |
| Vandal | 87/081,278 | 6/23/2016 | 11/22/2016 | 5,086,802 |
| Varsity | 86/814,751 | 11/10/2015 | | |
| V-Drift | 87/169,315 | 9/13/2016 | | |
| Velomax | 87/081,280 | 6/23/2016 | 11/22/2016 | 5,086,803 |
| Velour | 87/168,966 | 9/13/2016 | | |
| Venturi | 87/168,967 | 9/13/2016 | | |
| Verifact | 87/081,281 | 6/23/2016 | 11/22/2016 | 5,086,804 |
| Verify | 87/170,872 | 9/14/2016 | | |
| Verimax | 87/168,971 | 9/13/2016 | | |
| Veritas | 87/168,973 | 9/13/2016 | | |
| Vesper | 87/168,974 | 9/13/2016 | | |
| Vibe | 87/142,544 | 8/18/2016 | | |
| Vigil | 87/142,543 | 8/18/2016 | | |
| Villain | 87/333,802 | 2/13/2017 | | |
| Viridis | 87/168,951 | 9/13/2016 | | |
| Virtue | 87/128,111 | 8/4/2016 | | |
| Visor | 87/081,273 | 6/23/2016 | 1/10/2017 | 5,119,478 |
| Vixen | 87/172,360 | 9/15/2016 | | |
| Voda | 87/251,288 | 11/29/2016 | | |
| Voltage Endurx | 86/837,134 | 12/2/2015 | 6/28/2016 | 4,988,748 |
| Voyager | 87/168,776 | 9/12/2016 | | |

* All of the registered trademarks and certain pending trademark applications listed above are subject to security interests that are recorded with the United States Patent and Trademark Office.