

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albaugh, LLC		12/21/2017	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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	87651427	HIBIO	
Serial Number:	87631660	PRIORITY	
Serial Number:	87586702	BIFENAMITE	
Serial Number:	87572509	SHACKLE	
Serial Number:	87560056	OZONE	
Serial Number:	87443864	COAXIUM	
Serial Number:	87431858	MEPSTAR 6X	
Serial Number:	87419844	CRESCENDO	
Serial Number:	87379693	AGGRESSOR	
Serial Number:	87346617	HEXAMITE	
Serial Number:	87150360	VULTURE	
Serial Number:	87136740	RESONATE	
Serial Number:	87045008	BIOST	
Serial Number:	87045037	BIOST	
Serial Number:	87026274	A ALBAUGH YOUR ALTERNATIVE	
Serial Number:	87026233	A ALBAUGH	
Serial Number:	87025914	A	
Serial Number:	87025967	A	
Serial Number:	86968061	ALBAUGH	
TRADEMARK			

CH \$665.00 87651427

Property Type	Number	Word Mark
Serial Number:	86762527	GLY STAR K-PLUS
Serial Number:	86762419	COVER XL
Serial Number:	86749983	COVER
Serial Number:	86675992	BIOST
Serial Number:	86588264	AZOXY TEB
Serial Number:	86542367	AZOXYSTAR
Serial Number:	86336461	SURMISE

CORRESPONDENCE DATA

Fax Number: 2134522329
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: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1116065-0026-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	12/21/2017

Total Attachments: 6

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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 December 21, 2017, is between the Person listed on the signature pages hereof (the “Grantor”) 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.

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, the Grantor has executed and delivered that certain U.S. Pledge and Security Agreement dated May 30, 2014, among the Grantor, the Collateral Agent, and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Pledge and Security Agreement.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 trademark registrations and trademark applications, including as set forth in Schedule A 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”);

(ii) 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;

(iii) 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

(iv) 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 (iv), 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 the 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 the 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. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable domestic government officer record this IP Security Agreement.

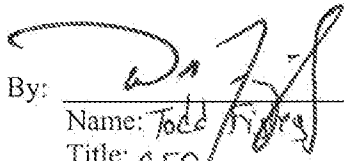
Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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. The 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.

IN WITNESS WHEREOF, The Grantor and the Collateral Agent have 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

By: 
Name: Todd N. [unclear]
Title: CFO

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

By: 
Name: _____
Title: Asma Aighofailey
Vice President

Schedule A

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	HIBIO	87651427	10/19/2017			ALBAUGH, LLC
2.	PRIORITY	87631660	10/3/2017			ALBAUGH, LLC
3.	BIFENAMITE	87586702	8/28/2017			ALBAUGH, LLC
4.	SHACKLE	87572509	8/17/2017			ALBAUGH, LLC
5.	OZONE	87560056	8/8/2017			ALBAUGH, LLC
6.	COAXIUM	87443864	5/10/2017			ALBAUGH, LLC ¹ VILMORIN & CO. (France) COLORADO WHEAT RESEARCH FOUNDATION, INC.
7.	MEPSTAR 6X	87431858	5/1/2017	5323873	10/31/2017	ALBAUGH, LLC
8.	CRESCENDO	87419844	4/21/2017			ALBAUGH, LLC
9.	AGGRESSOR	87379693	3/21/2017			ALBAUGH, LLC
10.	HEXAMITE	87346617	2/23/2017			ALBAUGH, LLC
11.	VULTURE	87150360	8/25/2016	5292616	9/19/2017	ALBAUGH, LLC
12.	RESONATE	87136740	8/12/2016	5302980	10/3/2017	ALBAUGH, LLC
13.		87045008	5/20/2016			ALBAUGH, LLC
14.		87045037	5/20/2016			ALBAUGH, LLC
15.	A ALBAUGH YOUR ALTERNATIVE	87026274	5/5/2016	5252147	7/25/2017	ALBAUGH, LLC
16.	A ALBAUGH	87026233	5/5/2016	5267144	8/15/2017	ALBAUGH, LLC
17.		87025914	5/5/2016	5336236	11/14/2017	ALBAUGH, LLC
18.		87025967	5/5/2016	5242670	7/11/2017	ALBAUGH, LLC

¹ The pledge shall only encompass the interest of Albaugh, LLC.

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
19.	ALBAUGH	86968061	4/7/2016	5112775	1/3/2017	ALBAUGH, LLC
20.	GLY STAR K-PLUS	86762527	9/21/2015	5037883	9/6/2016	ALBAUGH, LLC
21.	COVER XL	86762419	9/21/2015	5024073	8/16/2016	ALBAUGH, LLC
22.	COVER	86749983	9/8/2015	4974992	6/7/2016	ALBAUGH, LLC
23.	BIOST	86675992	6/26/2015	5219071	6/6/2017	ALBAUGH, LLC
24.	AZOXY TEB	86588264	4/6/2015	4919497	3/15/2016	ALBAUGH, LLC
25.	AZOXYSTAR	86542367	2/23/2015	4919425	3/15/2016	ALBAUGH, LLC
26.	SURMISE	86336461	7/14/2014	4800946	8/25/2015	ALBAUGH, LLC