

12-04-2003



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102587538

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MRD 12/03/03

United Agri Products, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - DE
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 11/24/03

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address:

Street Address: 201 High Ridge RoadCity: Stamford State: CT Zip: 06927-5100☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Delaware☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See continuation
of item 4 attached.B. Trademark Registration No.(s) See attached
continuation of item 4 attached.Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Linda R. KastnerInternal Address: c/o Latham & Watkins LLPSuite 5800Street Address: 233 South Wacker DriveCity: Chicago State: IL Zip: 606066. Total number of applications and registrations involved: 137. Total fee (37 CFR 3.41).....\$ 340.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

12/03/2003 6T0N11 00000203 1533030

120.00 DP

Linda R. Kastner

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 8Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

12/03/2003 6T0N11 00000198 1533030

01 FC:8521
02 FC:852240.00 DP
300.00 DPTRADEMARK
REEL: 002759 FRAME: 0595

Continuation of Item 4

Registration Number
1,533,030
1,526,837
2,367,266
2,281,716
1,893,457
1,716,243
1,104,119

:

Serial Number
76/533,304
76/504,270
Pending
Pending
Pending
Pending
75/665,260
76/241,648
76/241,634
76/525,391

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 27, 2003, among UNITED AGRI PRODUCTS, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in and mortgage on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature now existing or hereinafter adopted or acquired and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any states thereof, or any other country or subdivision thereof, to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

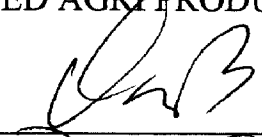
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

4. COUNTERPARTS. This Trademark Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Trademark Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

[Signature page follows]

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

UNITED AGRIPRODUCTS, INC.

By: 
Name: David Bullock
Title: Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

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

UNITED AGRI PRODUCTS, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 

Name: MARC C ROBINSON

Title: DULY AUTHORIZED SIGNATORY

Schedule I

UNITED AGRI PRODUCTS, INC.

Registered U.S. Trademarks:

Mark	Registration Number	Date of Registration
AGRATEAM	1,533,030	4/4/1989
CPM	1,526,837	2/28/1989
CROP PRODUCTION MAGAZINE	2,367,266	7/11/2000
CROP PROTECTION MANAGER	2,281,716	9/28/1999
UAP AND DESIGN	1,893,457	5/9/1995
UAP SEED AND DESIGN	1,716,243	9/15/1992
UNITED AGRI PRODUCTS, INC.	1,104,119	10/17/1978

Trademark Applications in the U.S.:

Mark	Serial Number	Date Filed
GROGANIC	76/533,304	7/17/2003
NUTRIScription	76/504,270	4/7/2003
RIFLE	Pending	Pending
RIFLE & Design	Pending	Pending
RIFLE PLUS	Pending	Pending
RIFLE PLUS & Design	Pending	Pending
UAP AND DESIGN	75/665,260	3/22/1999
UAP TIMBERLAND	76/241,648	
UAP TIMBERLAND	76/241,634	
VERDICON	76/525,391	6/25/2003

Trademarks Registered in Canada:

Mark	Registration Number	Date of Registration
YELLOWSTONE AGRI PRODUCTS	TMA 358178	7/7/1989
AGRATEAM	380139	2/15/1991
RESPOND	TMA321288	12/5/1986
UAP AND DESIGN	TMA564760	7/16/2002

Trademark Licenses: See Schedule 5.6(e) of the Credit Agreement.