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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

6.9.06

1. Name of conveying party(ies):

United Agri Products, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital Corporation, as Agent

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 201 Merritt 7

City: Norwalk

State: Connecticut

Country: USA Zip: 06856

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Delaware

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 1, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/675,742

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800 Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: linda.kastner@lw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

June 8, 2006

Date

06/13/2006 DBYRNE 00000125 78675742

Signature

01 FC:8521  
02 FC:8523

40.00 fee  
120.00 fee of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the "Supplement") made as of June 1, 2006 by 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.

### W I T N E S S E T H

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of November 24, 2003 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement," which was recorded by Agent on December 3, 2003 at Reel 2759 Frame 0595 in the United States Patent and Trademark Office; capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Trademark Security Agreement); and

WHEREAS, Grantor has acquired certain new Trademarks (as defined in the Trademark Security Agreement), and Grantor and Agent have agreed to supplement Schedule I to Trademark Security Agreement to include such new Trademarks.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and Agent agree as follows:

1. **Supplement**. The parties hereto agree that the Trademark Security Agreement is hereby supplemented and amended by adding to Schedule I to the Trademark Security Agreement the Trademarks listed on Schedule I hereto. The parties hereto acknowledge and agree that nothing contained in this Supplement shall be deemed to release or otherwise affect any of the Trademarks described on Schedule I to the Trademark Security Agreement as in effect immediately prior to the date of this Supplement.
2. **Severability**. The provisions of this Supplement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Supplement in any jurisdiction.
3. **Binding Effect; Benefits**. This Supplement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.
4. **Governing Law**. This Supplement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.
5. **Headings**. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

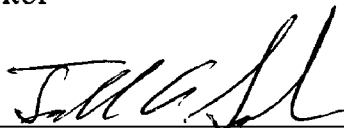
6. Ratification. Each of Grantor and Agent hereby acknowledges and agrees that except as expressly amended herein, all of those terms and provisions of the Trademark Security Agreement in effect immediately prior to the date of this Supplement are hereby ratified and confirmed in all respects and shall remain in full force and effect.

7. Counterparts. This Supplement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

UNITED AGRI PRODUCTS, INC, as  
Grantor

By: 

Name: Todd Suko

Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Its Duly Authorized Signatory

[Signature Page to Supplement to Trademark Security Agreement]

TRADEMARK  
REEL: 003325 FRAME: 0985

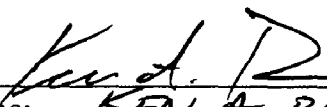
IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

UNITED AGRI PRODUCTS, INC, as  
Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:   
Name: KEN A BROWN  
Title: Its Duly Authorized Signatory

[Signature Page to Supplement to Trademark Security Agreement]

**SCHEDULE I**  
**TO**  
**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark Applications in the U.S.:

UAP UNITED AGRI PRODUCTS PERFORMANCE QUALITY VALUE & Design	78/675,742	7/21/2005
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683285.0003 EAST 7606320 v1

*Schedule I to United Agri Products, Inc. Supplement to Trademark Security Agreement*

**RECORDED: 06/09/2006**

**TRADEMARK**  
**REEL: 003325 FRAME: 0987**