TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

02/06/2009
900126497

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SIPCAM AGRO USA, INC.		12/03/2008	CORPORATION; GEORGIA

RECEIVING PARTY DATA

Name:	RBS BUSINESS CAPITAL, a division of RBS Asset Finance, Inc.
Street Address:	100 Galleria Parkway
Internal Address:	Suite 1100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2934453	CAVALCADE
Registration Number:	3160077	MUSCLE
Registration Number:	3046199	PROPENSITY
Registration Number:	2033968	SIM-TROL
Registration Number:	1466811	SOSTRAM
Registration Number:	2894346	STALWART
Registration Number:	3172792	TEE-OFF
Serial Number:	78951256	TERMINAL
Serial Number:	78931061	THWART
Registration Number:	3396407	TORRENT
Serial Number:	77606253	ULTRA TIN

CH $290.00 2934453

CORRESPONDENCE DATA

Fax Number: (404)962-6319

TO:JULIA A. YUN COMPANY:1170 PEACHTREE STREET, NE

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-962-6419 Fax : 404-962-6319
Email: jyun@millermartin.com
Correspondent Name: Julia A. Yun
Address Line 1: 1170 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309-7706

ATTORNEY DOCKET NUMBER:	95009-0002
NAME OF SUBMITTER:	Julia A. Yun
Signature:	/jay529/
Date:	02/06/2009

Total Attachments: 16
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TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of December 3, 2008, between **SIPCAM AGRO USA, INC.**, a Georgia corporation, whose address is 300 Colonial Center Parkway, Suite 230, Roswell, Georgia 30076 ("Debtor") and **RBS BUSINESS CAPITAL, a division of RBS Asset Finance, Inc.** whose address is 100 Galleria Parkway, Suite 1100, Atlanta, Georgia 30339 ("Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Loan Agreement" means that certain Loan and Security Agreement, dated as of the date hereof, among Debtor, Advan, LLC and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Georgia.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement.

This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties.

Debtor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement.

If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Georgia, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of Georgia.

SECTION 9. Entire Agreement; Amendment.

This Agreement, together with the Loan Agreement and the Other Agreements, and the Exhibits and the Schedules hereto and thereto, contains the entire agreement of the parties with

respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

SECTION 10. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination.

Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements.

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

[Remainder of page intentionally left blank.]

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

SIPCAM AGRO USA, INC., a Georgia corporation

By: _____

Name: Keith A. Daniel

Title: Vice President / CFO

RBS BUSINESS CREDIT, a division of RBS Asset Finance Capital, Inc.

By: _____

Name: Todd Pacifico

Title: Vice President

TRADEMARK
REEL: 003934 FRAME: 0902

SCHEDULE A
to the Trademark Security Agreement

Please see attached pages.

5437782_1.DOC

Active Trademarks owned by Sipcam Agro USA, Inc. and Sostram Corporation

Mark	*Country*	*Status*	*Appl. Date*	*Appl. No.*	*Reg. No.*	*Reg. Date*	*Next Deadline*
CLORTRAM	Canada	Registered	10/20/2003	1,194,034	TMA618,498	9/14/2004	9/14/2019 Renewal due
Our Ref 06316 0016 00 131	*Class* 5	*Goods/Services:*	Fungicides and mildewcides for industrial use and domestic use, in Class 5.				
Owner of Record:	Sostram Corporation						
ECHO 720	Colombia	Registered	6/30/2000	00049194	236962	6/7/2001	6/8/2011 Renewal due
Our Ref 06316 0024 00 140	*Class* 5	*Goods/Services:*	Fungicides and pesticides, in Class 5.				
Owner of Record:	Sipcam Agro USA, Inc.						
ECHO	Costa Rica	Registered	4/4/1995	1995-2387	93629	10/30/1995	10/30/2015 Renewal due
Our Ref 06316 0067 00 141	*Class* 1	*Goods/Services:*	Clorotalinol, and in general chemical products used in agriculture, horticulture, forestry and fertilizers, in Class 1.				
Owner of Record:	Sipcam Agro USA, Inc.						
ECHO	Costa Rica	Registered	4/4/1995	1995-2386	92338	9/13/1995	9/13/2015 Renewal due
Our Ref 06316 0002 00 141	*Class* 5	*Goods/Services:*	Fungicides, clorotalinol and in general preparations to destroy weeds and harmful animals.				
Owner of Record:	Sipcam Agro USA, Inc.						

Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline	
ECHO	Dominican Republic	Registered	8/20/2000	2000038301	115237	9/30/2000	9/30/2010	Renewal due

Our Ref 06316 0002 00 151 *Class* 5 *Goods/Services:* Fungicides and pesticides, in Class 5.

Owner of Record: Sipcam Agro USA, Inc.

ECO	El Salvador	Registered	12/21/1999	20/99	123	9/2/2002	9/2/2012	Renewal due

Our Ref 06316 0018 00 267 *Class* 5 *Goods/Services:* Fungicides and pesticides, in Class 5.

Owner of Record: Sipcam Agro USA, Inc.

CLORTRAM	European Community	Registered	10/6/2003	003394856	003394856	2/11/2005	10/6/2013	Renewal due

Our Ref 06316 0016 00 337 *Class* 1, 2, 5 *Goods/Services:* Chemicals used in agriculture, horticulture, forestry, and industry; chemical substances used as preservatives in the manufacture of paints, coatings, adhesives, grouts, caulking, and other chemicals, in Class 1;

Paints, varnishes, and lacquers, in Class 2; and

Fungicides and mildewcides; fungicides and mildewcides for agricultural, domestic, and industrial use, in Class 5.

Owner of Record: Sostram Corporation

Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline	
ECHO	Honduras	Registered		2872/95	64064	1/11/1996	1/11/2016	Renewal due

Our Ref 06316 0002 00 179 *Class* 5 *Goods/Services:* Pharmaceutical, veterinary, and hygienic products; dietary substances for medical use; baby foods; emplastos, material for treatment (apósitos); paste for teeth and dentures; disinfectants; products for pest control; fungicides; herbicides, in Class 5.

Owner of Record: Sipcam Agro USA, Inc.

ECO	Honduras	Registered		2873/95	64063	1/11/1996	1/11/2016	Renewal due

Our Ref 06316 0013 00 179 *Class* 5 *Goods/Services:* Pharmaceutical, veterinary, and hygienic products; dietary substances for medical use; baby foods; emplastos, material for treatment (apósitos); paste for teeth and dentures; disinfectants; products for pest control; fungicides; herbicides, in Class 5.

Owner of Record: Sipcam Agro USA, Inc.

CLORTRAM	Mexico	Registered	10/13/2003	824109	812,676	11/14/2003	10/13/2013	Renewal due

Our Ref 06316 0016 00 223 *Class* 5 *Goods/Services:* Fungicides and mildewcides for industrial and domestic use, in Class 5.

Owner of Record: Sostram Corporation

PROTRAM	Mexico	Registered	1/30/2001	489558	697,740	4/30/2001	1/30/2011	Renewal due

Our Ref 06316 0016 00 223 *Class* 5 *Goods/Services:* Fungicides and mildewcides, in Class 5.

Owner of Record: Sostram Corporation

Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline	
ECO	Nicaragua	Registered	2/1/1999	99-00259	45,487	12/5/2000	12/5/2010	Renewal due
Our Ref 06316 0013 00 229	*Class* 5	*Goods/Services:*	Fungicides and pesticides, in Class 5.					
Owner of Record:	Sostram Corporation							
ECO	Panama	Registered	12/28/1998	097997	97,997	12/26/1998	12/26/2018	Renewal due
Our Ref 06316 0013 00 237	*Class* 5	*Goods/Services:*	Fungicides and pesticides, in Class 5.					
Owner of Record:	Sipcam Agro USA, Inc.							
ECHO	Philippines	Registered	8/21/2003	4-2003-0007691	4-2003-007691	7/30/2008	7/21/2018	Renewal due
Our Ref 06316 0002 00 240	*Class* 5	*Goods/Services:*	Fungicides and pesticides, in Class 5.					
Owner of Record:	Sipcam Agro USA, Inc.							
BIOTRAM	USA	Registered	10/9/1998	75/568,200	2,455,877	5/29/2001	5/29/2011	Renewal due
Our Ref 06316 0012 00 000	*Class* 1	*Goods/Services:*	Chemical substances used as preservatives in the manufacture of, or as a post-manufacture additive for, paints, coatings, adhesives, grouts, caulking, and other chemicals, in Class 1.					
Owner of Record:	Sostram Corporation							

Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline	
BOR-RAM	USA	Registered	8/14/2007	77/205,802	3,452,414	6/24/2008	6/24/2014	Declaration of Use due
Our Ref 06316 0106 00 000	*Class* 5	*Goods/Services:* Termiticides and fungicides, in Class 5.						
Owner of Record: Sostram Corporation								
CAVALCADE	USA	Registered	12/2/2003	76/562,635	2,934,453	3/22/2005	3/22/2011	Declaration of Use due
Our Ref 06316 0052 00 000	*Class* 5	*Goods/Services:* Pesticides for domestic and commercial use, in Class 5.						
Owner of Record: Sipcam Agro USA, Inc.								
CLORTRAM	USA	Registered	6/29/2001	76/278,757	2,760,778	9/9/2003	9/9/2009	Declaration of Use due
Our Ref 06316 0016 00 000	*Class* 5	*Goods/Services:* Fungicides and mildewicides for industrial and domestic use, in Class 5.						
Owner of Record: Sostram Corporation								
MOLD-RAM	USA	Registered	4/15/2005	78/609,978	3,118,429	7/18/2006	7/18/2012	Declaration of Use due
Our Ref 06316 0077 00 000	*Class* 5	*Goods/Services:* Fungicides, in Class 5.						
Owner of Record: Sostram Corporation								

Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline	
MUSCLE	USA	Registered	7/9/2004	78/449,656	3,160,077	10/17/2006	10/17/2012	Declaration of Use due
Our Ref 06316 0067 00 000	*Class* 5	*Goods/Services:*	Pesticides for agricultural use, in Class 5.					
Owner of Record:	Sipcam Agro USA, Inc.							
ODOR HUNTER	USA	Registered	12/4/2006	77/066,466	3,450,176	6/17/2008	6/17/2014	Declaration of Use due
Our Ref 06316 0111 00 000	*Class* 6	*Goods/Services:*	Air deodorizers; deodorizing products, namely, all purpose deodorizing preparations for commercial and industrial use, in Class 6.					
Owner of Record:	Sostram Corporation							
PROPENSITY	USA	Registered	3/29/2005	78/596,728	3,046,199	1/17/2006	1/17/2012	Declaration of Use due
Our Ref 06316 0076 00 000	*Class* 5	*Goods/Services:*	Fungicides, in Class 5.					
Owner of Record:	Sipcam Agro USA, Inc.							
PROTRAM	USA	Registered	3/4/1996	75/653,750	2,513,114	11/27/2001	11/27/2011	Renewal due
Our Ref 06316 0015 00 000	*Class* 5	*Goods/Services:*	Fungicides and mildewcides for agricultural and domestic use, in Class 5.					
Owner of Record:	Sostram Corporation							

Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline	
RE-ME-DE	USA	Pending	6/6/2007	77/247,739				
Our Ref 06316 0113 00 000	*Class* 1	*Goods/Services:*	Chemicals for removing mold, mildew and algae, in Class 1.					
Owner of Record:	Soetram Corporation							
BIM-TROL	USA	Registered	3/20/1996	75/075,894	2,033,066	1/28/1997	1/28/2017	Renewal due
Our Ref 06316 0005 00 000	*Class* 5	*Goods/Services:*	Pesticides for agricultural, turf, and ornamental applications, in Class 5.					
Owner of Record:	Sipcam Agro USA, Inc.							
SOSTRAM	USA	Registered	6/25/1993	73/807,397	1,466,811	12/1/1987	12/1/2017	Renewal due
Our Ref 06316 0050 00 000	*Class* 5	*Goods/Services:*	Herbicides and fungicides, in Class 5.					
Owner of Record:	Sipcam Agro USA, Inc.							
STALWART	USA	Registered	1/31/2003	76/496,450	2,864,346	10/19/2004	10/19/2010	Declaration of Use due
Our Ref 06316 0026 00 000	*Class* 5	*Goods/Services:*	Pesticides for agricultural use, in Class 5.					
Owner of Record:	Sipcam Agro USA, Inc.							

Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline	
TEE-OFF	USA	Registered	8/7/2003	76/585,564	3,172,792	11/21/2006	11/21/2012	Declaration of Use due
Our Ref 06316 0044 00 000	*Class* 5	*Goods/Services:*	Fungicides for commercial turf/ornamental use, in Class 5.					
Owner of Record: Sipcam Agro USA, Inc.								
TEKRAM	USA	Registered	1/3/2002	76/354,310	2,848,690	5/10/2005	5/10/2011	Declaration of Use due
Our Ref 06316 0021 00 000	*Class* 5	*Goods/Services:*	Pesticides, fungicides, and mildewcides for agricultural and commercial use, in Class 5.					
Owner of Record: Sostram Corporation								
TERMINAL	USA	Pending/Published	8/14/2006	78/951,258			5/22/2009	Statement of Use due
Our Ref 06316 0088 00 000	*Class* 5	*Goods/Services:*	Pesticides, in Class 5.					
Owner of Record: Sipcam Agro USA, Inc.								
THWART	USA	Pending/Published	7/17/2006	78/931,061			5/22/2009	Statement of Use due
Our Ref 06316 0094 00 000	*Class* 5	*Goods/Services:*	Pesticides, in Class 5.					
Owner of Record: Sipcam Agro USA Inc								

Mark	Country	Status	Appl. Date	Appl. No.	Reg. No.	Reg. Date	Next Deadline	
TORRENT	USA	Registered	7/17/2006	78/931,047	3,396,407	3/11/2008	3/11/2014	Declaration of Use due
Our Ref 06316 0095 00 000	*Class* 5	*Goods/Services:*	Pesticides, In Class 5.					
Owner of Record:	Siptam Agro USA Inc.							
ULTRA TIN	USA	Pending	11/3/2008	77/606,253				
Our Ref 06316 0118 00 000	*Class* 5	*Goods/Services:*	Fungicides for agricultural use, In Class 5					
Owner of Record:	Siptam Agro USA, Inc.							
ECHO	Venezuela	Registered	6/19/2000	10720-00	243401	12/20/2002	12/20/2012	Renewal due
Our Ref 06316 0002 00 291	*Class* 5	*Goods/Services:*	Fungicides and pesticides, In Class 5.					
Owner of Record:	Scotram Corporation							