

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Knox Fertilizer Company, Inc.		11/23/2009	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	70 West Madison Street
Internal Address:	Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2890447	KNOX OUT
Registration Number:	2211780	REMOVE
Registration Number:	1873477	SATISFACTION GUARANTEED
Registration Number:	1933904	TWIN PINE
Registration Number:	1909099	TECH PRILL
Registration Number:	1443676	KNOX
Registration Number:	1152807	GRO-FINE

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.863.7198
 Email: nancy.brougher@goldbergkohn.com
 Correspondent Name: Nancy Brougher
 Address Line 1: Goldberg Kohn

OP \$190.00 2890447

Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6613.007
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	12/02/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 23rd day of November, 2009, by Knox Fertilizer Company, Inc., an Indiana corporation ("Grantor"), in favor of The PrivateBank and Trust Company ("Grantee").

WITNESSETH

WHEREAS, Grantor (as "Borrower") and Grantee (as "Lender") are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee in accordance with the terms and conditions thereof; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a lien on, security interest in and right of set-off against all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

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 agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement (including meanings provided for in the Loan Agreement by reference to another document). If any provision contained in this Agreement conflicts with any provision of the Loan Agreement, the provision contained in the Loan Agreement shall govern and control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of all of the Obligations, Grantor hereby grants to Grantee, for its benefit, a lien on, security interest in and right of set-off against any and all right, title and interest in and to any and all of the following of Grantor's Collateral, whether now owned or existing and hereafter created, acquired or arising (the "Trademark Collateral"):

(i) each trademark, trademark registration and trademark application listed on Schedule 1 annexed hereto, together with all renewals of any of the foregoing and together, in each case, with all goodwill attributable to any of the foregoing; and

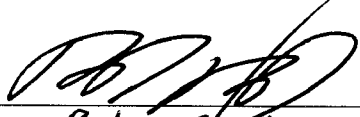
(ii) all proceeds and products of the foregoing, and all insurance pertaining to the foregoing and proceeds thereof.

3. Execution in Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or email shall bind the parties hereto.

[Signature Page Follows]

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

KNOX FERTILIZER COMPANY, INC.

By 
Name: Robert C. SHAW
Title: PRESIDENT

Agreed and Accepted
as of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY,
as Grantee

By _____
Name _____
Title _____

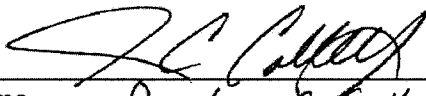
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

KNOX FERTILIZER COMPANY, INC.

By _____
Name: _____
Title: _____

Agreed and Accepted
as of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY,
as Grantee

By  _____
Name Douglas E. Colletti
Title Managing Director

SCHEDULE 1

TRADEMARKS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	FIRST USE DATE
Knox Out	78264779	2890447	09/28/04	12/01/03
Remove	75277870	2211780	12/15/98	09/16/97
Satisfaction Guaranteed	74448426	1873477	01/17/95	10/04/93
Twin Pine	74466281	1933904	11/07/95	03/01/95
Tech Prill	74446229	1909099	08/01/95	02/22/94
Knox	73583704	1443676	06/16/87	12/10/85
Gro-Fine	73194221	1152807	05/05/81	04/76

TRADEMARK APPLICATIONS

None.