

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
Agrotain International, LLC		11/23/2009	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3222610	HYDREXX
Registration Number:	3176656	THE STABILIZED NITROGEN CYCLE
Registration Number:	3536366	STABILIZED NITROGEN TECHNOLOGY
Registration Number:	2638637	UMAXX
Registration Number:	2549855	LOCK IT OR LOSE IT

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-201-3865
 Email: sharon.patterson@goldbergkohn.com
 Correspondent Name: Sharon Patterson
 Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
 Address Line 2: Ste. 3300
 Address Line 4: Chicago, ILLINOIS 60603

OP \$140.00 3222610

ATTORNEY DOCKET NUMBER:	6617.010
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/04/2009
Total Attachments: 5 source=Agrotain tm#page1.tif source=Agrotain tm#page2.tif source=Agrotain tm#page3.tif source=Agrotain tm#page4.tif source=Agrotain tm#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 23rd day of November, 2009, by AGROTAIN INTERNATIONAL, LLC, a Missouri limited liability company ("Grantor"), in favor of BANK OF AMERICA, N.A., as administrative agent on behalf of Lenders described below ("Agent").

WITNESSETH

WHEREAS, Grantor, the other borrowers party thereto (collectively with Grantor, "Borrowers"), Agent and the lenders from time to time party thereto (collectively, "Lenders") have entered into that certain Amended and Restated Credit Agreement dated as of January 26, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement dated as of January 26, 2009 between Borrowers and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially 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 Obligations (as defined in the Security 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 Credit Agreement and Security Agreement. The Credit Agreement and the Security 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 Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(a) all of Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications (collectively, "Trademarks"), including those referred to on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

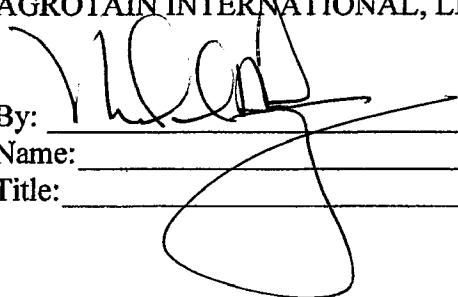
(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Agent, Lender or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

[Signature Pages Follow]

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

AGROTAIN INTERNATIONAL, LLC

By: 
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

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

AGROTAIN INTERNATIONAL, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By: Val. C Mills
Name: VALEZIE L MILLS
Title: SVP

SCHEDULE 1
TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
Agrotain International, LLC	HYDREXX	Registered	3222610	1/9/07
Agrotain International, LLC	The Stabilized Nitrogen Cycle	Registered	3176656	9/12/06
Agrotain International, LLC	Stabilized Nitrogen Technology	Registered	3536366	9/9/08
Agrotain International, LLC	UMAXX	Registered	2638637	10/22/02
Agrotain International, LLC	Lock It Or Lose It	Registered	2549855	3/19/02