TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sipcam Agro USA, Inc.		02/25/2010	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	171 17th Street, NW
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30363
Entity Type:	a nationl banking association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2033968	SIM-TROL
Registration Number:	2894346	STALWART
Registration Number:	2934453	CAVALCADE
Registration Number:	3046199	PROPENSITY
Registration Number:	3160077	MUSCLE
Registration Number:	3172792	TEE-OFF
Registration Number:	3396407	TORRENT
Registration Number:	3464058	ADVAN
Registration Number:	3535392	ADVAN
Registration Number:	3591125	ECHO
Serial Number:	77684058	ETQ
Serial Number:	77684041	ENHANCED TURF QUALITY
Serial Number:	77789118	AZASTAR
Serial Number:	77805667	TINNACLE

CH $415.00 2033968

Serial Number:	77796185	TRIAGE
Serial Number:	77796191	TRIAGE ETQ

CORRESPONDENCE DATA

Fax Number: (704)350-7800

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

Phone: 704.350.7738

Email: bsmith@winston.com

Correspondent Name: Betty G. Smith

Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.

Address Line 2: 22nd Floor

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	150024.00001
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	03/01/2010

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of February 25, 2010, is made among **SIPCAM AGRO USA, INC.**, a Georgia corporation ("Sipcam"), **SOSTRAM CORPORATION**, a Georgia corporation ("Sostram"), **ADVAN, LLC**, a Delaware limited liability company ("Advan"), as co-borrowers (Sipcam, Sostram and Advan shall be individually and collectively referred to hereinbelow as "Debtor" for administrative convenience; it being understood and agreed that each reference to "Debtor" shall mean and refer to Sipcam, Sostram and Advan, jointly and severally, individually and collectively), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any

other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority**. Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Trademarks**. Exhibit A accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Affiliates**. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a trademark security agreement substantially in the form of this Agreement.

(d) **Title**. Company has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale**. Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(f) **Defense**. Company will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance**. Company will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all

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applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Wells Fargo's Right to Take Action**. If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses**. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(j) **Power of Attorney**. To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney in fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

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4. Debtor's Use of the Trademarks. Company shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Wells Fargo may enforce the Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of

North Carolina without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

SIPCAM AGRO USA, INC.

By: _____
Name: Andrew Bodane
Its: Vice President and CFO

SOSTRAM CORPORATION

By: _____
Name: Andrew Bodane
Its: Vice President and CFO

ADVAN, LLC

By: _____
Name: Andrew Bodane
Its: Vice President and CFO

STATE OF North Carolina)
)
COUNTY OF Durham)

The foregoing instrument was acknowledged before me this 25 day of February, 2010, by Andrew Bodane, the VP + CFO of Sipcam Agro USA, Inc., a Georgia corporation, on behalf of the corporation.

_____
Notary Public

My Commission expires: 5/14/2011

[Trademark Security Agreement – Sipcam Agro USA, Inc.]

STATE OF North Carolina)
)
COUNTY OF Durham)

The foregoing instrument was acknowledged before me this 25 day of February, 2010, by Andrew Bodane, the VP + CFO of Sostram Corporation, a Georgia corporation, on behalf of the corporation.

Jenny Smith
Notary Public

My Commission expires: 5/14/2011

STATE OF North Carolina)
)
COUNTY OF Durham)

The foregoing instrument was acknowledged before me this 25 day of February, 2010, by Andrew Bodane, the VP + CFO of Advan, LLC, a Delaware limited liability company, on behalf of the company.

Jenny Smith
Notary Public

My Commission expires: 5/14/2011

Wells Fargo Bank, National Association
171 17th Street, NW
Atlanta, GA 303693

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name: _____
Its: VP

STATE OF North Carolina)
)
COUNTY OF Mecklenburg)

The foregoing instrument was acknowledged before me this 26 day of February, 2010, by Michael E Dawes, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

_____
Notary Public

My commission expires: 11-7-2012

CARLA B MALDONADO
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
My Commission Expires 11-7-2012

[Trademark Security Agreement – Sipcam Agro USA, Inc.]

EXHIBIT A
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

TRADEMARKS: (SIPCAM AGRO USA, INC.)

	OWNER	TRADEMARK	REGISTRATION #	SERIAL #	FILE DATE
1.	Sipcam Agro USA, Inc.	SIM-TROL	2,033,968	75-075384	3/20/1996
2.	Sipcam Agro USA, Inc.	STALWART	2,894,346	76-486450	1/31/2003
3.	Sipcam Agro USA, Inc.	CAVALCADE	2,934,453	76-562635	12/2/2003
4.	Sipcam Agro USA, Inc.	PROPENSITY	3,046,199	78-596726	3/29/2005
5.	Sipcam Agro USA, Inc.	MUSCLE	3,160,077	78-448656	7/9/2004
6.	Sipcam Agro USA, Inc.	TEE-OFF	3,172,792	76-535564	8/7/2003
7.	Sipcam Agro USA, Inc.	TORRENT	3,396,407	78-931047	7/17/2006
8.	Sipcam Agro USA, Inc.	ADVAN and Design	3,464,058	78-663857	7/5/2005
9.	Sipcam Agro USA, Inc.	ADVAN	3,535,392	78-645940	6/8/6005
10.	Sipcam Agro USA, Inc.	ECHO	3,591,125	77-547083	8/14/2008
11.	Sipcam Agro USA, Inc.	ETQ		77-684058	3/5/2009
12.	Sipcam Agro USA, Inc.	ENHANCED TURF QUALITY		77-684041	3/5/2009
13.	Sipcam Agro USA, Inc.	AZASTAR		77-789118	7/24/2009
14.	Sipcam Agro USA, Inc.	TINNACLE		77-805667	8/17/2009
15.	Sipcam Agro USA, Inc.	TRIAGE		77-796185	8/4/2009
16.	Sipcam Agro USA, Inc.	TRIAGE ETQ		77-796191	8/4/2009

TRADEMARKS: (SOSTRAM CORPORATION)

	OWNER	TRADEMARK	REGISTRATION #	SERIAL #	FILE DATE
1.	Sostram Corporation	SOSTRAM	1,466,811	73-607397	6/25/1986
2.	Sostram Corporation	TEKRAM	2,948,690	76-354310	1/3/2002
3.	Sostram Corporation	MOLD-RAM	3,118,429	78-609978	4/15/2005
4.	Sostram Corporation	BIOTRAM	2,455,877	75-568200	10/9/1998
5.	Sostram Corporation	PROTRAM	2,513,114	75-653750	3/4/1999
6.	Sostram Corporation	ODOR HUNTER	3,450,176	77-056466	12/4/2006
7.	Sostram Corporation	BOR-RAM	3,452,414	77-205802	6/14/2007
8.	Sostram Corporation	CLORTRAM	2,760,779	76-278757	6/29/2001

TRADEMARKS: (ADVAN LLC)

	OWNER	TRADEMARK	REGISTRATION #	SERIAL #	FILE DATE
1.	Advan, LLC	EJECT	3,332,817	78-948039	8/9/2006
2.	Advan, LLC	TEE-1-UP	3,420,688	78-953998	8/17/2006
3.	Advan, LLC	CLEARSCAPE	3,423,601	77-052086	11/28/2006
4.	Advan, LLC	ADVAN and Design	3,464,058	78-663857	7/5/2005
5.	Advan, LLC	GROOM	3,489,551	77-144442	3/30/2007
6.	Advan, LLC	COCOON	3,499,581	77-066752	12/18/2006
7.	Advan, LLC	ADVAN	3,535,392	78-645940	6/8/6005
8.	Advan, LLC	PHYTE-OFF	3,541,174	77-236832	7/24/2007
9.	Advan LLC	ADVAN-THE NATURAL CHOICE		77-505404	6/23/2008

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