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
Albaugh, Inc.		03/05/2010	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	800 Nicollet Mall
Internal Address:	BC-MN-H03P
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2737152	AGRI STAR
Registration Number:	3403999	AGRI STAR
Registration Number:	2579851	AQUA STAR
Registration Number:	2493269	BROX
Registration Number:	0745634	BUTYRAC
Registration Number:	2574801	CLEAROUT
Registration Number:	2846716	COSTARR
Registration Number:	3313339	CROSSROAD
Registration Number:	2372624	DICAMBAZINE
Registration Number:	2574381	FALLOW STAR
Registration Number:	2458523	FIVE STAR
Registration Number:	2574380	FOREST STAR
Registration Number:	2889470	GLY STAR

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Registration Number:	2750792	GLY-STAR PLUS
Registration Number:	3325324	GUNSLINGER
Registration Number:	3292189	IMIDASTAR
Registration Number:	1303435	LANDMASTER
Registration Number:	3319096	MACHO
Registration Number:	3101464	MEPSTAR
Registration Number:	2344667	MILO- PRO
Registration Number:	2292697	NU-COP
Registration Number:	2901517	ORCHARD STAR
Registration Number:	3370025	OXYSTAR
Registration Number:	3415266	PD 2
Registration Number:	3171954	QUINSTAR
Registration Number:	2476540	RANGE STAR
Registration Number:	3313338	REFUTE
Registration Number:	3392380	SONOMA
Registration Number:	3275888	SPUR
Registration Number:	3177582	TEBUSTAR
Registration Number:	3419272	THUNDER
Registration Number:	3423484	THUNDER MASTER
Registration Number:	2800247	TRANS-STAR
Registration Number:	3307828	TRIUMPH
Registration Number:	1373370	WEED-HOE
Serial Number:	77730673	BATTLE STAR
Serial Number:	77738230	SILVER STAR
Serial Number:	77738245	SILVER STAR PLUS
Serial Number:	77905780	DICAMBA HD
Serial Number:	77940065	GLYSTAR GOLD

CORRESPONDENCE DATA

Fax Number: (612)766-1600

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

Phone: 612-766-6911

Email: scarlson@faegre.com

Correspondent Name: Susan Carlson

Address Line 1: 90 South 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	03/18/2010

Total Attachments: 9
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SECOND AMENDMENT TO AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

This Second Amendment to Amended and Restated Patent, Trademark and License Security Agreement (this "**Amendment**"), dated as of March 5, 2010, is entered into by and between ALBAUGH, INC., an Iowa corporation (the "**Borrower**"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for the Lenders defined below (in such capacity, the "**Agent**").

The Borrower executed that certain Third Amended and Restated Loan Agreement dated as of March 31, 2006 among the Borrower and DAI Company Ltd., as co-borrowers, the Agent and certain financial institutions from time to time party thereto as lenders (as amended, restated, supplemented or otherwise modified to date, the "**Prior Loan Agreement**").

The Borrower also executed and delivered to the Agent that certain Amended and Restated Patent, Trademark and License Security Agreement dated as of January 24, 2003 and recorded with the U.S. Patent and Trademark Office on February 5, 2003 at Reel/Frame 2607/0732 (as amended by an Amendment to Patent Trademark and License Security Agreement dated as of March 31, 2006, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

The Borrower, the Agent and certain financial institutions party thereto as lenders (the "**Lenders**") now desire to enter into a Fourth Amended and Restated Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which the Prior Loan Agreement will be amended and restated in its entirety.

As a condition to entering into the Loan Agreement, the Agent and the Lenders have required the execution and delivery of this Amendment.

NOW, THEREFORE, to induce the Agent and the Lenders to enter into the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Defined Terms**. All terms defined in the Loan Agreement that are not otherwise defined herein shall have the meanings given them in the Loan Agreement.

2. **Amendments**. Schedules B, C, D and E of the Security Agreement are hereby amended in their entirety by replacing them with Schedules B, C, D and E, respectively, to this Amendment. Without limiting Section 1 of the Security Agreement, the Borrower hereby grants to the Agent a security interest in and lien on all of the Borrower's right, title and interest in, to and under all such Patents, Trademarks and Licenses, the goodwill of the Borrower's business connected with and symbolized by such Trademarks, and all proceeds and products of each of the foregoing.

3. **References; Continuing Effect**. Each reference in the Security Agreement to (a) the "Loan Agreement" shall hereafter be deemed to be a reference to the Loan Agreement as defined herein, (b) the "Borrowers' Obligations" shall hereafter be deemed to be a reference to the Obligations, and (c) "this Agreement" shall be deemed to refer to the Security Agreement as amended hereby. Any and all references to the Security Agreement in the other Transaction Documents shall be deemed to refer to the Security Agreement as amended hereby.

4. **No Other Changes**. Except as expressly amended by this Amendment, all of the terms and conditions of the Security Agreement shall remain in full force and effect.

5. **Representations and Warranties**. The Borrower hereby represents and warrants to the Agent and the Lenders as follows:

(a) The Borrower has all requisite power and authority, corporate or otherwise, to execute and deliver this Amendment and to perform all of its obligations under the Security Agreement and hereunder. This Amendment has been duly executed and delivered by the Borrower and constitutes the legal, valid and binding agreement of the Borrower, enforceable in accordance with its terms.

(b) The execution, delivery and performance by the Borrower of the Security Agreement and this Amendment have been duly authorized by all necessary corporate or other action, if applicable, and do not and will not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Borrower, or the articles of incorporation or bylaws of the Borrower, or (iii) result in a breach of, or constitute a default under, any indenture or agreement to which the Borrower is a party or by which the Borrower or its properties may be bound or affected.

(c) All of the representations and warranties contained in Section 2 of the Security Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date and in such case such representations and warranties shall be true and correct as of such date.

6. **No Waiver**. The execution of this Amendment and any documents related hereto shall not be deemed to be a waiver of any breach, Default or Event of Default under the Security Agreement, the Loan Agreement or any other Transaction Document or any breach, default or event of default under any other agreement in favor of the Agent or any Lender, in each case whether or not known to the Agent or any Lender and whether or not existing on the date of this Amendment.

7. **Counterparts**. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

Signature pages follow

TRADEMARK
REEL: 004169 FRAME: 0639

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

ALBAUGH, INC.

By: _____
Name: Dennis Albaugh
Title: _____

STATE OF IOWA)
)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 5th day of March, 2010, by Dennis Albaugh, the authorized officer of Albaugh, Inc., an Iowa corporation, on behalf of said corporation.

NOTARIAL SEAL IOWA
CATHERINE LYNNE TYSON
Commission Number 728245
My Commission Expires
May 3, 2010

_____
Notary Public

Signature Page to Second Amendment to
Amended and Restated Patent, Trademark and License Security Agreement

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: William J. Umscheid
Title: Vice President

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 4th day of March, 2010, by William J. Umscheid, a Vice President of U.S. Bank, National Association, a national banking association, on behalf of said national association.

Diane E. Athmann
Notary Public

DIANE E. ATHMANN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

Signature Page to Second Amendment to
Amended and Restated Patent, Trademark and License Security Agreement

SCHEDULE B

UNITED STATES PATENT APPLICATIONS

U.S. Patent App. Ser. No. 11410147, PCTUS0612394, Copper-Based Fungicide/Bactericide, Filed April 25, 2006.

U.S. Patent App. Ser. No. 12257041, Cooper-Based Fungicide/Bactericide, Filed Oct. 23, 2008

TRADEMARK
REEL: 004169 FRAME: 0642

SCHEDULE C

UNITED STATES TRADEMARKS

Trademark	Registration Date	Serial Number	Registration Number
AGRI STAR®	07-15-2003	75811664	2737152
AGRI STAR® (house)	04-01-2008	76669161	3403999
AQUA STAR®	06-11-2002	76040753	2579851
BROX®	09-25-2001	75738497	2493269
BUTYRAC®	02-26-1963	72142673	0745634
CLEAROUT®	06-04-2002	75324160	2574801
COSTARR®	05-25-2004	78183343	2846716
CROSSROAD®	10-16-2007	77069747	3313339
DICAMBAZINE®	08-01-2000	75738496	2372624
FALLOW STAR®	05-28-2002	76040757	2574381
FIVE STAR®	06-05-2001	75814617	2458523
FOREST STAR®	05-28-2002	76040755	2574380
GLY STAR®	09-28-2004	76040750	2889470
GLY-STAR PLUS®	08-12-2003	76040751	2750792
GUNSLINGER®	10-30-2007	76648846	3325324
IMIDASTAR®	09-11-2007	78871170	3292189
LANDMASTER®	11-06-1984	73453140	1303435
MACHO®	10-23-2007	76643089	3319096
MEPSTAR®	06-06-2006	78231160	3101464
MILO-PRO®	04-25-2000	75542453	2344667
NU-COP®	11-16-1999	75564289	2292697
ORCHARD STAR®	11-09-2004	78187571	2901517
OXYSTAR®	01-15-2008	77066743	3370025
PD2®	04-22-2008	77098263	3415266
QUINSTAR®	11-14-2008	76642495	3171954
RANGE STAR®	08-07-2001	75811749	2476540
REFUTE®	10-16-2007	77069716	3313338

TRADEMARK
REEL: 004169 FRAME: 0643

SONOMA®	03-04-2008	77007431	3392380
SPUR®	08-07-2007	76642496	3275888
TEBUSTAR®	11-28-2006	76648440	3177582
THUNDER®	04-29-2008	77069785	3419272
THUNDER MASTER®	05-06-2008	77026662	3423484
TRANS-STAR®	12-30-2003	78130465	2800247
TRIUMPH®	10-09-2007	76646869	3307828
WEED-HOE®	12-03-1985	73532018	1373370

TRADEMARK
REEL: 004169 FRAME: 0644

SCHEDULE D

UNITED STATES TRADEMARK APPLICATIONS AND COMMON LAW MARKS

Trademark Applications

Applied for Mark™	Serial No.	Current Status
BATTLE STAR	77730673	1(b) allowed
SILVER STAR	77738230	1(b) allowed
SILVER STAR PLUS	77738245	1(b) allowed
DICAMBA HD	77905780	1(b) filed 01-06-2010
GLYSTAR® GOLD	77940065	1(b) filed 02-19-2010

Common Law Marks

IMPULSE™
COMMANDO™
SOLVE™
COP-O-ZINC™

TRADEMARK
REEL: 004169 FRAME: 0645

SCHEDULE E

LICENSES

License from Monsanto Company with respect to the application of products containing glyphosate to "Roundup Ready" corn, cotton, canola and soybeans granted September 29, 2000 and extending to perpetuity.

License from Monsanto with respect to the U.S. trademark "Landmaster," Reg. No. 1,303,435, granted May 31, 2001.

TRADEMARK
RECORDED: 03/18/2010
REEL: 004169 FRAME: 0646