

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Memorandum of Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agrotain International, LLC		07/28/2010	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 South LaSalle Street		
Internal Address:	Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: ILLINOIS		
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:	(314)621-5065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-621-5070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Meredith P. Gammill		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		

CH \$140.00 3222610

ATTORNEY DOCKET NUMBER:	18061-90
NAME OF SUBMITTER:	Meredith P. Gammill
Signature:	/MPG-ATLLP/
Date:	08/11/2010
Total Attachments: 4 source=Agrotain-PrivateBank Security Agreement-8717937-1#page1.tif source=Agrotain-PrivateBank Security Agreement-8717937-1#page2.tif source=Agrotain-PrivateBank Security Agreement-8717937-1#page3.tif source=Agrotain-PrivateBank Security Agreement-8717937-1#page4.tif	

MEMORANDUM OF TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS MEMORANDUM OF TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "*Memorandum of Assignment*") is made as of July 28, 2010, by and between **AGROTAIN INTERNATIONAL, LLC**, a Missouri limited liability company with its chief executive office and principal place of business located at One Angelica Street, St. Louis, Missouri 63147 ("*Assignor*"), and **THE PRIVATEBANK AND TRUST COMPANY** with an office located at 120 South LaSalle Street, Suite 200, Chicago, Illinois 60603 ("*Agent*").

WHEREAS, Agent and the various financial institutions (the "*Lenders*") from time to time party to that certain Loan and Security Agreement (the "*Loan Agreement*") dated as of even date herewith by and among Assignor, Lange-Stegmann Co., a Missouri corporation ("*Lange-Stegmann*"), Angelica Riverfront Redevelopment Corp. a Missouri urban redevelopment corporation ("*Angelica*"), Bremen Yard, LLC, a Missouri limited liability company ("*Bremen*"), and L-S Warehouse, LLC, a Missouri limited liability company ("*L-S Warehouse*") (collectively, Assignor, Lange-Stegmann, Angelica, Bremen and L-S Warehouse are hereinafter referred to as the "*Borrower*"), Agent and Lenders, have agreed to extend credit to Borrower;

WHEREAS, Assignor has agreed to grant to Agent a security interest in, and collaterally assign to Agent, certain trademark rights as described below pursuant to that certain Trademark Collateral Assignment and Security Agreement dated as of even date herewith by and between Assignor and Agent ("*Trademark Assignment*");

WHEREAS, Assignor and Agent desire to provide notice of the Trademark Assignment including, without limitation, the terms and conditions described in this Memorandum of Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

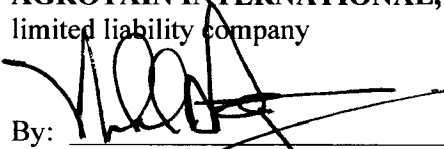
(a) Subject to the covenants and terms contained in the Trademark Assignment, Assignor hereby grants to Agent a continuing security interest in all of its right, title and interest in and to the trademark(s), trade name(s) and servicemark(s) listed on Schedule attached hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "*Trademark*"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "*Trademark Rights*"), and the goodwill of the business to which the Trademark relates (the "*Associated Goodwill*") (the Trademark, the Trademark Rights, and the Associated Goodwill are collectively called the "*Trademark Collateral*").

(b) In addition to the grant of security interest provided in paragraph (a), Assignor hereby assigns and conveys to Agent all of its right, title and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default (as defined in the Loan Agreement).

(c) This instrument does not alter, amend, modify or change the Trademark Assignment. All of the provisions of the Trademark Assignment are hereby incorporated by reference in this Memorandum of Assignment. In the event of any conflict between the provisions of this instrument and the Trademark Assignment, the provisions of the Trademark Assignment shall control.


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

AGROTAIN INTERNATIONAL, LLC, a Missouri limited liability company

By: 

Michael D. Stegmann, Manager

THE PRIVATEBANK AND TRUST COMPANY

By: 

Nicholas DeVilder, Managing Director

**[SIGNATURE PAGE TO MEMORANDUM OF TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT - AGROTAIN]**

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 28 day of July, 2010, personally appeared Michael D. Stegmann to me known personally, and who, being by me duly sworn, deposes and says that he is the Manager of Agrotain International, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company authority of its members, and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

[SEAL]



Notary Public

My Commission Expires: 4-2-2013

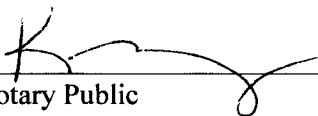


KELLY COCHRAN
My Commission Expires
April 2, 2013
St. Charles County
Commission #09455861

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 28 day of July, 2010, personally appeared Nicholas DeVilder, to me known personally, and who, being by me duly sworn, deposes and says that he is a Managing Director of The PrivateBank and Trust Company, an Illinois banking corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.

[SEAL]



Notary Public

My Commission Expires: _____



KELLY COCHRAN
My Commission Expires
April 2, 2013
St. Charles County
Commission #09455861

SCHEDULE A

Trademark	U.S. Registration Number
HYDREXX	3222610
THE STABILIZED NITROGEN CYCLE	3176656
STABILIZED NITROGEN TECHNOLOGY	3536366
UMAXX	2638637
LOCK IT OR LOSE IT	2549855