

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BFG Supply Co., LLC		09/15/2010	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3289571	GROWER SELECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	534794		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>Signature:</b>	/jep/		
<b>Date:</b>	10/08/2010		

CH \$40.00 3289571

**Total Attachments: 8**

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b>                  BFG Supply Co., LLC                  PO Box 479                  14500 Kinsman Road                  Burton, OH 44021</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>OH</u>  <input type="checkbox"/> Other _____                  Citizenship (see guidelines) _____                  Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No             </p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes                  Additional names, addresses, or citizenship attached?      <input checked="" type="checkbox"/> No</p> <p>Name: <u>PNC BANK, NATIONAL ASSOCIATION</u>                  Internal                  Address: <u>COMMERCIAL LOAN SERVICES CENTER/DCC</u>                  Street Address: <u>500 FIRST AVENUE</u>                  City: <u>PITTSBURGH</u>                  State: <u>PA</u>                  Country: _____ Zip: <u>15219</u></p> <p> <input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input type="checkbox"/> Corporation      Citizenship _____  <input checked="" type="checkbox"/> Other <u>NA</u>      Citizenship <u>US</u>                  If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)             </p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b>                  Execution Date(s) <u>09/15/2010</u></p> <p> <input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____             </p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) _____                  See Schedule 1</p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):                  _____</p>
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Corporation Service Company</u>                  Internal Address: <u>Suite 210</u>                  _____                  Street Address: <u>1180 Avenue of the Americas</u>                  _____                  City: <u>New York</u>                  State: <u>ny</u>                      Zip: <u>10036</u>                  Phone Number: <u>212-299-5600</u>                  Fax Number: <u>212-299-5656</u>                  Email Address: <u>ORDER# 534794</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">8</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed             </p>
<p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____                  Authorized User Name _____</p>	
<p><b>9. Signature:</b> _____ <span style="float: right;">10/08/2010</span>  <span style="display: block; text-align: center; margin-left: 150px;">Signature</span> <span style="display: block; text-align: right; margin-right: 100px;">Date</span></p> <p style="text-align: center;">Luis Rodriguez                  _____                  Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">8</span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 15th day of September, 2010 by BFG SUPPLY CO., LLC., an Indiana limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

### WITNESSETH

WHEREAS, Grantor, BFG KALAMAZOO, LLC, a limited liability company formed under the laws of the State of Indiana ("BFG Kalamazoo") and BFG LOGISTICS, LLC, a limited liability company formed under the laws of the State of Indiana ("BFG Logistics"), together with Grantor and BFG Kalamazoo, the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, 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 and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers 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 in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan 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:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), 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

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

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

**[signatures to appear on following page]**

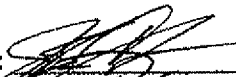
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**BFG SUPPLY CO., LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: John Cunningham  
Title: VP

(SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)

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

BFG SUPPLY CO., LLC

By: *D. P. T.*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SIGNATURE PAGE TO TRADEMARK AND PATENT  
SECURITY AGREEMENT)

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SCHEDULE 1

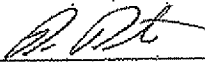
TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE	STATUS
Grower Select	3,289,571	9/11/07	Active



IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

BTG SUPPLY CO., LLC

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO POWER OF ATTORNEY]

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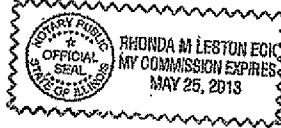
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF COOK :

On this 15<sup>th</sup> of Sept, 2010, before me personally appeared Nick Peters, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of BFG SUPPLY CO., LLC, an Indiana limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Rhonda M. Leston Eick  
Notary Public

My Commission Expires



[SIGNATURE PAGE TO POWER OF ATTORNEY]

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