

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Growmark, Inc.		12/20/2010	CORPORATION: DELAWARE
Growmark FS, LLC		12/20/2010	LIMITED LIABILITY COMPANY: DELAWARE
Seedway, LLC		12/20/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CoBank, ACB
<b>Street Address:</b>	5550 South Quebec Street
<b>Internal Address:</b>	Attention: Syndications Coordinator, Corporate Finance Division
<b>City:</b>	Greenwood Village
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80111
<b>Entity Type:</b>	Federal Charter: UNITED STATES

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	1491778	FIELD FRESH III
Registration Number:	1889540	EARLY EDGE
Registration Number:	1689714	N-SUL 32
Registration Number:	1641822	N-SUL 33
Registration Number:	920443	PADDOCK GREEN
Registration Number:	1593706	SILAGE FRESH
Registration Number:	1206667	GROWMARK
Registration Number:	3406197	ARPECO
Registration Number:	2362406	DIESELEX
Registration Number:	2936852	ELECTRA STICK

OP \$865.00 1491778

Registration Number:	3710247	EXTREME LUBRICANTS
Registration Number:	636120	FS
Registration Number:	638282	FS
Registration Number:	843081	FS
Registration Number:	851668	FS
Registration Number:	1222268	FS
Registration Number:	1217591	FS
Registration Number:	2661646	FS
Registration Number:	3441746	FS
Registration Number:	2727754	GREENYARD PROFESSIONAL
Registration Number:	2475331	HISOY
Registration Number:	3445991	LUBRI-SHIELD
Registration Number:	3120142	SOY GUARD PLUS
Registration Number:	2399120	SPECTRA LUBE
Registration Number:	2398433	SUPREX
Registration Number:	2363088	SUPREX GOLD
Registration Number:	2389886	DAIRY BANQUET
Registration Number:	3287097	HIGH POINT
Registration Number:	2953726	
Registration Number:	1718522	PEA-KAL
Registration Number:	1034971	SEEDWAY
Registration Number:	3548371	TREMENDO
Serial Number:	85085774	ARCHER
Serial Number:	85085824	ARCHER

**CORRESPONDENCE DATA**

Fax Number: (312)706-9000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3127018352  
Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,  
ejpalmer@mayerbrown.com  
Correspondent Name: Erick J. Palmer  
Address Line 1: P. O. Box 2828  
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER: 10411132 #3

NAME OF SUBMITTER: Erick J. Palmer

Signature:	/ejp/
Date:	12/20/2010
<b>Total Attachments: 11</b> source=10411132 GROWMARK TRADEMARK SECURITY INTEREST#page1.tif source=10411132 GROWMARK TRADEMARK SECURITY INTEREST#page2.tif source=10411132 GROWMARK TRADEMARK SECURITY INTEREST#page3.tif source=10411132 GROWMARK TRADEMARK SECURITY INTEREST#page4.tif source=10411132 GROWMARK TRADEMARK SECURITY INTEREST#page5.tif source=10411132 GROWMARK TRADEMARK SECURITY INTEREST#page6.tif source=10411132 GROWMARK TRADEMARK SECURITY INTEREST#page7.tif source=10411132 GROWMARK TRADEMARK SECURITY INTEREST#page8.tif source=10411132 GROWMARK TRADEMARK SECURITY INTEREST#page9.tif source=10411132 GROWMARK TRADEMARK SECURITY INTEREST#page10.tif source=10411132 GROWMARK TRADEMARK SECURITY INTEREST#page11.tif	

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of December 20, 2010 (this "Agreement"), made by GROWMARK, INC., a Delaware corporation (the "Borrower"), GROWMARK FS, LLC, a Delaware limited liability company ("GFS"), and Seedway, LLC, a Delaware limited liability company (collectively with the Borrower and GFS, the "Assignors") in favor of COBANK, ACB (the "Assignee"), as collateral agent for each of the Secured Parties (as defined in the Security Agreement, the "Secured Parties").

### WITNESSETH:

**WHEREAS**, each Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto opposite the name of such Assignor, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

**WHEREAS**, each Assignor has entered into a Security Agreement, dated as of the date hereof (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Secured Parties;

**WHEREAS**, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Senior Secured Obligations (as defined in the Security Agreement, the "Obligations");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and the Assignee hereby agrees as follows:

(a) Each Assignor does hereby pledge and collaterally assign unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in its Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Obligations.

(b) Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement (after obtaining the applicable Assignor's approval) by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any

additional Trademarks or to delete any reference to any Trademarks in which the applicable Assignor no longer has any right, title or interest.

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignors and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

GROWMARK, INC., as Assignor

By: Marshall P. Bohbrink  
Name: Marshall P. Bohbrink  
Title: Vice President, Risk Management  
+ Treasurer

GROWMARK FS, LLC, as Assignor

By: Jeffrey M. Solberg  
Name: Jeffrey M. Solberg  
Title: Vice President + Treasurer

SEEDWAY, LLC, as Assignor

By: Jeffrey M. Solberg  
Name: Jeffrey M. Solberg  
Title: Vice President + Treasurer

COBANK, ACB, as Assignee

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

GROWMARK, INC., as Assignor

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

GROWMARK FS, LLC, as Assignor

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

SEEDWAY, LLC, as Assignor

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

COBANK, ACB, as Assignee

By:  \_\_\_\_\_  
Name: Alan V. Schuler  
Title: Vice President

ANNEX I  
to  
Trademark Security Agreement

**Item A. Trademarks**

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration/Renewal Date</u>
GROWMARK, Inc.	United States of America (IA)	COOPERATIONS IN PORK PRODUCTION	11,977	9/3/1991 (Registered)
GROWMARK, Inc.	United States of America (IA)	EQ GASOLINES	12,795	5/26/1992 (Registered)
GROWMARK, Inc.	United States of America (IA)	EQ PREMIUM	12,796	5/26/1992 (Registered)
GROWMARK, Inc.	United States of America (IA)	EQ UNLEADED	12,797	5/26/1992 (Registered)
GROWMARK, Inc.	United States of America (IL)	EQ UNLEADED PLUS	12,798	5/26/1992 (Registered)
GROWMARK, Inc.	United States of America (IL)	FS	38,551	4/25/2007 (Renewed)
GROWMARK, Inc.	United States of America (IL)	FS	38,552	4/25/2007 (Renewed)
GROWMARK, Inc.	United States of America (IL)	FS	38,555	4/25/1997 (Renewed)
GROWMARK, Inc.	United States of America (IL)	FS BLUE CIRCLE MOTOR OIL	38,566	4/25/1997 (Renewed)
GROWMARK, Inc.	United States of America (IL)	FS DIESELEX	38,569	4/25/1997 (Renewed)
GROWMARK, Inc.	United States of America (IA)	FS FULL STRIDE	12,794	6/1/1992 (Registered)
GROWMARK, Inc.	United States of America (IA)	FS HAS IT – FOR YOU	12,949	7/17/1992 (Renewed)
GROWMARK, Inc.	United States of America (IL)	FS HAS IT – FOR YOU	52,497	7/16/1992 (Renewed)
GROWMARK, Inc.	United States of America (IL)	FS SOY ZINC	38,560	4/25/1997 (Renewed)
GROWMARK, Inc.	United States of America (IL)	MAXI FLOW 38	53,838	5/13/1993 (Renewed)
GROWMARK, Inc.	United States of America (IL)	TOP KOW	52,060	6/3/1992 (Renewed)
GROWMARK, Inc.	United States of America (IA)	TOPKOW		6/3/1992 (Renewed)
GROWMARK, Inc.	United States of America (IA)	ULTRA CALF 18 (Stylized)	7,840	1/26/1987 (Registered)

Grantor	Country	Trademark	Registration No.	Registration/Renewal Date
GROWMARK, Inc.	United States of America (IA)	ULTRA KOW	8,019	3/11/1987 (Registered)
GROWMARK, Inc.	United States of America (IA)	C.I.L.P.	167,018	5/3/1993 (Registered)
GROWMARK, Inc.	United States of America (IA)	COOPERATORS IN LIVESTOCK PRODUCTION	167,017	5/3/1993 (Registered)
GROWMARK, Inc.	United States of America (IL)	C.I.L.P.	72,370	5/4/1993 (Registered)
GROWMARK, Inc.	United States of America (IL)	COOPERATORS IN LIVESTOCK PRODUCTION	72,369	5/4/1993 (Registered)
GROWMARK, Inc.	United States of America (IL)	COOPERATORS IN PORK PRODUCTION and Design	69,122	8/30/1991 (Registered)
GROWMARK, Inc.	United States of America (IL)	EQ GASOLINES	70,565	5/27/1992 (Registered)
GROWMARK, Inc.	United States of America (IL)	EQ PREMIUM	70,566	5/27/1992 (Registered)
GROWMARK, Inc.	United States of America (IL)	EQ UNLEADED	70,567	5/27/1992 (Registered)
GROWMARK, Inc.	United States of America (IL)	EQ UNLEADED PLUS	70,567	5/27/1992 (Registered)
GROWMARK, Inc.	United States of America (IL)	FS	38,553	4/25/1997 (Renewed)
GROWMARK, Inc.	United States of America (IL)	FS FULL STRIDE	70,601	6/2/1992 (Registered)
GROWMARK, Inc.	United States of America (IL)	GRAINCOAT ST	98,723	5/10/2008 (Registered)
GROWMARK, Inc.	United States of America (IA)	MAXI FLOW 38	4,873	5/14/1993 (Renewed)
GROWMARK, Inc.	United States of America (IA)	PROFIT PATH	7,988	2/19/1997 (Renewed)
GROWMARK, Inc.	United States of America (IL)	PROFIT PATH	59,856	2/25/1997 (Renewed)
GROWMARK, Inc.	United States of America (IL)	SUPER CALF T16		1/23/1997 (Renewed)
GROWMARK, Inc.	United States of America (IA)	SUPER CALF T16 (Stylized)	7,839	1/26/1997 (Renewed)
GROWMARK, Inc.	United States of America (WI)	C.I.L.P.		5/5/1993 (Registered)

Grantor	Country	Trademark	Registration No.	Registration/Renewal Date
GROWMARK, Inc.	United States of America (WI)	COOPERATORS IN LIVESTOCK PRODUCTION		5/5/1993 (Registered)
GROWMARK, Inc.	United States of America (WI)	COOPERATORS IN PORK PRODUCTION		9/18/1991 (Registered)
GROWMARK, Inc.	United States of America (WI)	EQ GASOLINES		5/27/1992 (Registered)
GROWMARK, Inc.	United States of America (WI)	EQ UNLEADED		5/27/1992 (Registered)
GROWMARK, Inc.	United States of America (WI)	EQ UNLEADED PLUS		5/27/1992 (Registered)
GROWMARK, Inc.	United States of America (WI)	FS	13,587	8/7/1995 (Renewed)
GROWMARK, Inc.	United States of America (WI)	FS FULL STRIDE		6/3/1992 (Registered)
GROWMARK, Inc.	United States of America (WI)	FS HAS IT – FOR YOU		2/2/1983 (Registered)
GROWMARK, Inc.	United States of America (WI)	MAXI FLOW 38		10/26/1983 (Registered)
GROWMARK, Inc.	United States of America (WI)	PROFIT PATH		3/4/1987 (Registered)
GROWMARK, Inc.	United States of America (WI)	SUPER CALF T16		1/28/1987 (Registered)
GROWMARK, Inc.	United States of America (WI)	TOP KOW		10/27/1982 (Registered)
GROWMARK, Inc.	United States of America (WI)	ULTRA CALF 18		1/28/1987 (Registered)
GROWMARK, Inc.	United States of America (WI)	ULTRA KOW		3/18/1987 (Registered)
GROWMARK FS, LLC	United States of America (Federal)	FIELD FRESH III 	SN:73-690252 RN:1,491,778	6/14/2008 (Renewed)
GROWMARK FS, LLC	United States of America (Federal)	EARLY EDGE	SN:74-527595 RN:1,889,540	4/18/2005 (Renewed)
GROWMARK FS, LLC	United States of America (Federal)	N-SUL 32	SN:74-011105 RN:1,689,714	6/2/2002 (Renewed)
GROWMARK FS, LLC	United States of America (Federal)	N-SUL 33	SN:74-011103 RN:1,641,822	4/23/2001 (Renewed)
GROWMARK FS, LLC	United States of America (Federal)	PADDOCK GREEN	SN:72-359317 RN:920,443	9/21/2001 (Renewed)

Grantor	Country	Trademark	Registration No.	Registration/Renewal Date
GROWMARK FS, LLC	United States of America (Federal)	SILAGE FRESH	SN:73-786985 RN:1,593,706	5/1/2000 (Renewed)
GROWMARK, Inc.	United States of America (Federal)	GROWMARK	SN:73-229760 RN:1,206,667	8/31/2002 (Renewed)
GROWMARK, Inc.	United States of America (Federal)	ARPECO  ARPECO	SN:77-093512 RN:3,406,197	4/1/2008 (Registered)
GROWMARK, Inc.	United States of America (Federal)	DIESELEX	SN:75-806189 RN:2,362,406	6/27/2010 (Renewed)
GROWMARK, Inc.	United States of America (Federal)	ELECTRA STICK	SN:78-210505 RN:2,936,852	3/29/2005 (Registered)
GROWMARK, Inc.	United States of America (Federal)	EXTREME LUBRICANTS and Design  	SN:77-607644 RN:3,710,247	11/10/2009 (Registered)
GROWMARK, Inc.	United States of America (Federal)	FS and Design  	SN:72-006725 RN:636,120	10/23/2006 (Renewed)
GROWMARK, Inc.	United States of America (Federal)	FS and Design  	SN:72-006726 RN:638,282	12/11/2006 (Renewed)
GROWMARK, Inc.	United States of America (Federal)	FS and Design  	SN:72-258370 RN:843,081	1/30/2008 (Renewed)
GROWMARK, Inc.	United States of America (Federal)	FS and Design  	SN:72-258372 RN:851,668	7/2/2008 (Renewed)
GROWMARK, Inc.	United States of America (Federal)	FS and Design  	SN:73-340909 RN:1,222,268	1/4/2003 (Renewed)

Grantor	Country	Trademark	Registration No.	Registration/Renewal Date
GROWMARK, Inc.	United States of America (Federal)	FS and Design 	SN:73-340910 RN:1,217,591	11/23/2002 (Renewed)
GROWMARK, Inc.	United States of America (Federal)	FS and Design 	SN:76-166889 RN:2,661,646	12/29/2008 (Registered)
GROWMARK, Inc.	United States of America (Federal)	FS and Design 	SN:77-118055 RN:3,441,746	6/3/2008 (Registered)
GROWMARK, Inc.	United States of America (Federal)	GREENYARD PROFESSIONAL and Design 	SN:76-190898 RN:2,727,754	7/17/2009 (Registered)
GROWMARK, Inc.	United States of America (Federal)	HISOY (Stylized) 	SN:75-897546 RN:2,475,331	8/3/2007 (Registered)
GROWMARK, Inc.	United States of America (Federal)	LUBRI-SHIELD  LUBRI-SHIELD	SN:77-093673 RN:3,445,991	6/10/2008 (Registered)
GROWMARK, Inc.	United States of America (Federal)	SOY GUARD PLUS  SOY GUARD PLUS	SN:78-678204 RN:3,120,142	7/25/2006 (Registered)
GROWMARK, Inc.	United States of America (Federal)	SPECTRA LUBE	SN:75-605069 RN:2,399,120	10/31/2010 (Renewed)
GROWMARK, Inc.	United States of America (Federal)	SUPREX	SN:75-509803 RN:2,398,433	10/24/2010 (Renewed)
GROWMARK, Inc.	United States of America (Federal)	SUPREX GOLD	SN:75-510542 RN:2,363,088	6/27/2010 (Renewed)
Seedway, LLC	United States of America (Federal)	DAIRY BANQUET	SN:75-834984 RN:2,389,886	9/26/2010 (Renewed)

Grantor	Country	Trademark	Registration No.	Registration/Renewal Date
Seedway, LLC	United States of America (Federal)	HIGH POINT  HIGH POINT	SN:78-833408 RN:3,287,097	8/28/2007 (Registered)
Seedway, LLC	United States of America (Federal)	MISCELLANEOUS DESIGN  	SN:78-341330 RN:2,953,726	5/17/2005 (Registered)
Seedway, LLC	United States of America (Federal)	PEA-KAL	SN:74-197418 RN:1,718,522	9/22/2002 (Renewed)
Seedway, LLC	United States of America (Federal)	SEEDWAY	SN:73-024014 RN:1,034,971	3/2/2006 (Renewed)
Seedway, LLC	United States of America (Federal)	TREMENDO  TREMENDO	SN:78-904999 RN:3,548,371	12/16/2008 (Registered)

Pending Trademark Applications

Grantor	Country	Trademark	Serial No.	Filing Date
GROWMARK, Inc.	United States of America (Federal)	ARCHER  ARCHER	85-085774	10/29/2010
GROWMARK, Inc.	United States of America (Federal)	ARCHER and Design  	85-085824	10/29/2010

Trademark Applications in Preparation

Grantor	Country	Trademark	Docket No.	Expected Filing Date	Products/ Services
None.					

Grantor	Country	Trademark	Registration No.	Registration/Renewal Date
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**Item B. Trademark Licenses**

- Borrower has granted licenses to use its intellectual property to its member cooperatives in connection with their membership.
- Borrower has granted license to use fuel-related trademarks to independent dealers in connection with branded dealer fuel sales agreements.