

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - ABL Loan		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Gavilon Group, LLC		12/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3664537	GAVILON	
Registration Number:	3664536	GAVILON	
Serial Number:	77838911	ADAPT-997	
Serial Number:	85113177	CHOOSE WELL. BE WELL. GAVILON	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	008275/0076		

OP \$115.00 3664537

900181310

**TRADEMARK
 REEL: 004452 FRAME: 0867**

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/13/2011
Total Attachments: 7 source=TGavilon GroupABL#page1.tif source=TGavilon GroupABL#page2.tif source=TGavilon GroupABL#page3.tif source=TGavilon GroupABL#page4.tif source=TGavilon GroupABL#page5.tif source=TGavilon GroupABL#page6.tif source=TGavilon GroupABL#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of December 6, 2010 is made by THE GAVILON GROUP, LLC, a Delaware limited liability company (the “Grantor”), in favor of JP Morgan Chase Bank, N.A., as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of June 23, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Grantor, GAVILON INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), GAVILON GRAIN, LLC, a Delaware limited liability company, GAVILON, LLC, a Delaware limited liability company, and GAVILON FERTILIZER, LLC, a Delaware limited liability company, the Lenders, SOCIÉTÉ GÉNÉRALE, THE BANK OF TOKYO-MITSUBISHI UFJ, LTD. and ING BANK N.V., DUBLIN BRANCH, as co-documentation agents, BNP PARIBAS, as syndication agent, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain affiliates of the Grantor have executed and delivered a Guarantee and Collateral Agreement, dated as of June 23, 2008, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the other Secured Parties to secure payment, performance and

observance of the Obligations; provided, however, that notwithstanding any of the other provisions set forth in this Agreement, this Agreement shall not constitute a grant of a security interest in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of itself and the other Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

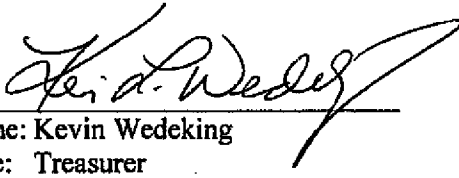
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.


THE GAVILON GROUP, LLC

By: 
Name: Kevin Wedeking
Title: Treasurer

[Trademark Security Agreement – ABL]

TRADEMARK
REEL: 004452 FRAME: 0871

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: _____
Title: Brian Knapp
Vice President

[Trademark Security Agreement – ABL]

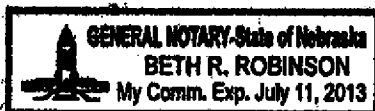
TRADEMARK
REEL: 004452 FRAME: 0872

ACKNOWLEDGMENT OF GRANTOR

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On the 1 day of December, 2010, before me personally came Kevin Wedcking, who is personally known to me to be the Treasurer of Grantor; who, being duly sworn, did depose and say that she/he is the Treasurer in such company, the company described in and which executed the foregoing instrument; that she/he duly executed and delivered said instrument; and that she/he acknowledged said instrument to be the free act and deed of said company.

Beth R. Robinson
Notary Public




(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York

COUNTY OF New York

On the 1st day of December, 2010, before me personally came Brian Knapp, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.


Notary Public **EDELINE C. ADDERLEY**
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2014
(PLACE STAMP AND SEAL ABOVE)

[Trademark Security Agreement -- ABL]

TRADEMARK
REEL: 004452 FRAME: 0874

SCHEDULE A

TRADEMARKS / SERVICE MARK REGISTRATIONS

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
The Gavilon Group, LLC	United States	Gavilon Work Mark	08/04/2009	3,664,537
The Gavilon Group, LLC	Unites Dates	Gavilon with Bird Design	08/04/2009	3,664,536

TRADEMARK / SERVICE MARK APPLICATIONS

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Mark Application</u>	<u>Filing Date</u>	<u>Serial No.</u>
The Gavilon Group, LLC	United States	ADAPT-997	10/01/2009	77/838,911
The Gavilon Group, LLC	United States	Choose Well. Be Well.	08/23/2010	85/113,177