

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
COUNTRY STONE, INC.		03/21/2011	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	FIRST MIDWEST BANK		
Street Address:	506 15th Street		
City:	Moline		
State/Country:	ILLINOIS		
Postal Code:	61265		
Entity Type:	BANKING ASSOCIATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76403241	COUNTRY STONE	
Registration Number:	3330168	COUNTRY MULCH	
Registration Number:	3330169	COUNTRY SOIL	
CORRESPONDENCE DATA			
Fax Number:	(563)324-1616		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	563-324-3246		
Email:	USPTOmail@l-wlaw.com		
Correspondent Name:	LANE & WATERMAN LLP		
Address Line 1:	220 N. Main Street, Suite 600		
Address Line 2:	Attn: April A. Marshall		
Address Line 4:	Davenport, IOWA 52801		
NAME OF SUBMITTER:	April A. Marshall		
Signature:	/APRIL A. MARSHALL/		

OP \$90.00 76403241

900188843

TRADEMARK
REEL: 004518 FRAME: 0573

Date:

04/08/2011

Total Attachments: 5

source=Country Stone#page1.tif

source=Country Stone#page2.tif

source=Country Stone#page3.tif

source=Country Stone#page4.tif

source=Country Stone#page5.tif

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Country Stone, Inc., an Iowa Corporation (the "Grantor") with principal offices at 8002 31st Street West, Rock Island, Illinois, hereby grants to First Midwest Bank, as Lender, with principal offices at 506 15th Street, Moline, Illinois, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 21, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
21st day of March, 2011.

**COUNTRY STONE, INC.,
Grantor**

By Ronald D. Bjuström
Name: Ronald D. Bjuström
Title: President

**FIRST MIDWEST BANK,
As Lender and Grantee**

By [Signature]
Name: Dwight Lawrence
Title: Vice President

STATE OF IOWA)
) ss.:
COUNTY OF SCOTT)

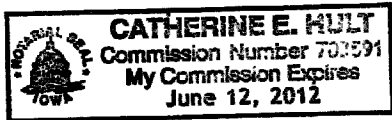
On this 21st day of March, 2011, before me personally came Ronald D. Bjuström who, being by me duly sworn, did state as follows: that he is President of Country Stone, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

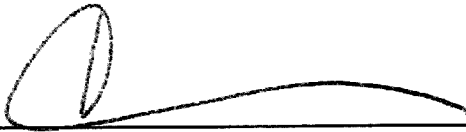


[Signature]
Notary Public in and for said State

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

On this 21st day of March, 2011, before me personally came Drew
Lawrence who, being by me duly sworn, did state as follows: that [s]he is
Vice President of First Midwest Bank, that [s]he is authorized to execute the foregoing
Grant on behalf of said First Midwest Bank and that [s]he did so by authority of the Board of
Directors of said First Midwest Bank





Notary Public in and for said State

Schedule A

**(GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS)**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Country Stone	Application No. 76/403,241	Filed May 3, 2002
Country Mulch	3,330,168	November 6, 2007
Country Soil	3,330,169	November 6, 2007