

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
	Universal Cooperatives, Inc.		06/01/2011
			Entity Type
			CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	950 17th Street, Suite 700		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85264438	TORRID
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-766-6911		
Email:	scarlson@faegre.com		
Correspondent Name:	Susan Carlson		
Address Line 1:	90 South 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
Signature:	/e/ Susan Carlson		
Date:	06/03/2011		
Total Attachments: 5 source=Joinder to Trademark Security Agmt#page1.tif source=Joinder to Trademark Security Agmt#page2.tif source=Joinder to Trademark Security Agmt#page3.tif source=Joinder to Trademark Security Agmt#page4.tif source=Joinder to Trademark Security Agmt#page5.tif			

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JOINDER TO TRADEMARK SECURITY AGREEMENT

This Joinder to Trademark Security Agreement (this “**Agreement**”) is made as of June 1, 2011, by and between UNIVERSAL COOPERATIVES, INC., a cooperative corporation organized under the laws of the State of Minnesota (the “**Debtor**”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, for itself and as agent (in such capacity, the “**Agent**”) for the Lenders as defined in the Credit Agreement described below.

Pursuant to the Amended and Restated Credit and Security Agreement dated as of January 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Debtor, Bridon Cordage LLC, Bridon Cordage Ltd, Triton Tire & Battery, LLC, Universal Crop Protection Alliance, LLC and Heritage Trading Company, LLC (collectively, the “**Borrowers**”), the financial institutions signatory thereto as lenders (the “**Lenders**”), and the Agent, the Debtor granted the Agent a security interest in substantially all of the Debtor’s personal property, including but not limited to all trademarks and other general intangibles.

Pursuant to a Trademark Security Agreement dated as of December 22, 2010 and recorded with the U.S. Patent and Trademark Office on December 22, 2010 at Reel/Frame 004437/0158 (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), the Debtor confirmed and acknowledged that it had granted the Agent a security interest in, among other things, all of its trademarks, service marks, collective membership marks, and registrations or applications for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

ACCORDINGLY, in accordance with Section 8.10 of the Credit Agreement and in consideration of the the mutual covenants contained in this Agreement and the other Financing Agreements (as defined in the Credit Agreement), the parties hereby agree as follows:

1. Definitions.

Terms defined in the Trademark Security Agreement and not otherwise defined herein shall have the meanings given them in the Trademark Security Agreement.

2. Grant of Security Interest.

In order to secure the Liabilities, the Debtor hereby confirms and acknowledges that it has granted the Agent (and, to the extent not previously granted under the Credit Agreement or the Trademark Security Agreement, does hereby irrevocably grant) a security interest in the each of the additional Trademarks listed on Schedule A hereto, together with all divisions, foreign counterparts, renewals and extensions thereof. The Debtor represents and warrants that the Debtor owns each of such Trademarks and the other Trademark Collateral, free and clear of any lien, security interest or encumbrance except as otherwise permitted by Section 8.1 of the Credit Agreement.

3. Joinder; General Rights and Obligations.

This Agreement is a supplement to, and not a novation of, the Trademark Security Agreement. Except as expressly set forth herein, the rights and obligations of the Debtor and the Agent with respect to the Trademark Collateral shall in all respects be governed by the Trademark Security Agreement and the Credit Agreement, the terms of which are incorporated as fully as if set forth at length herein.

Signature pages follow

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

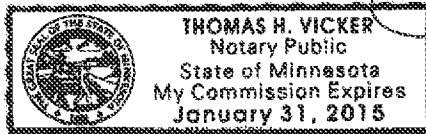
UNIVERSAL COOPERATIVES, INC.

By: [Signature]
Name: DENNIS GOLAI
Title: TREASURER

STATE OF MINNESOTA)
)
COUNTY OF SACKOTA)

The foregoing instrument was acknowledged before me this 31st day of MAY, 2011 by DENNIS GOLAI, the TREASURER of Universal Cooperatives, Inc., a cooperative corporation organized under the laws of the State of Minnesota, on behalf of such cooperative corporation.

[Signature]
Notary Public



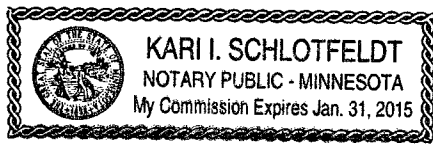
U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: GW
Name: Greg Wilson
Title: SVP

STATE OF Minnesota)
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 1 day of June, 2011 by Greg Wilson, the Senior vice president of U.S. Bank National Association, a national banking association, on behalf of such banking association.

Kari I. Schlotfeldt
Notary Public



TRADEMARKS AND TRADEMARK APPLICATIONS

United States – Federal

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
TORRID	85/264,438	11-Mar-2011		

Foreign

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Canada	AIRLINK	1,512,128	21-Jan-2011		
Canada	HERDSMAN	1,512,856	27-Jan-2011		