

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
Actagro, LLC		12/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1412770	ACTAGRO	
Registration Number:	3721486	ACTAGRO LIQUID HUMUS	
Registration Number:	3280776	ACTAGRO ORGANIC ACIDS	
Registration Number:	2525812	STRUCTURE	
Registration Number:	2418335	LOA	
Registration Number:	2750715	REWARD	
Registration Number:	2860410	PHOCON	
Registration Number:	2051161	MONARCH	
Registration Number:	2636455	CACHE	
Registration Number:	1866147	KWIK-START	
Registration Number:	2637041	FOLOPLEX	
Registration Number:	1212048	ACID-GRO	
CORRESPONDENCE DATA			

Fax Number: (312)902-1061
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-483
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	12/30/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2011, is made by Actagro, LLC, a Delaware limited liability company ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Actagro, LLC, a Delaware limited liability company, Actagro Holdings, LLC, a Delaware limited liability company, the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ACTAGRO, LLC, as Grantor.

By: 
Name: Todd Solow
Title: President

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

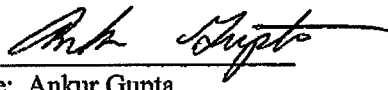
Very truly yours,

ACTAGRO, LLC, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: 
Name: Ankur Gupta
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Registered Trademarks:	Country of Registration:	Date of Registration:	Registration Number:	Owner:
Actagro®	USA	10/14/1986	1412770	Actagro, LLC
Actagro Liquid Humus®	USA	12/8/2009	3721486	Actagro, LLC
Actagro Organic Acids®	USA	8/14/2007	3280776	Actagro, LLC
Structure®	USA	1/1/2002	2525812	Actagro, LLC
LOA®	USA	1/2/2001	2418335	Actagro, LLC
Reward®	USA	8/12/2003	2750715	Actagro, LLC
Phocon®	USA	7/6/2004	2860410	Actagro, LLC
Monarch®	USA	4/8/1997	2051161	Actagro, LLC
Cache®	USA	10/15/2002	2636455	Actagro, LLC
Kwik-Start®	USA	12/6/1994	1866147	Actagro, LLC
Foloplex®	USA	10/15/2002	2637041	Actagro, LLC
Acid-Gro®	USA	10/12/1982	1212048	Actagro, LLC
Actagro®	Greece	3/24/2004	146652	Actagro, LLC
Actagro®	International Registration	11/05/2009	1020722	Actagro, LLC
Actagro®	Mexico	3/19/1992	408354	Actagro, LLC
Actagro®	Turkey	10/21/1998	201475	Actagro, LLC
Actagro®	Columbia	11/16/2000	234438	Actagro, LLC
Actagro Phocon®	Turkey	02/22/2008	2008-09275	Actagro, LLC
Actagro Phocon®	Turkey	03/27/2007	2007-15515	Actagro, LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

1. Cosmocel, S.A. has rights and privileges to certain intellectual property owned by Actagro, LLC (formula updates) pursuant to the Second Restated License Agreement, dated May 22, 2007, by and between Cosmocel, S.A. and Actagro, LLC.

2. Cosmocel, S.A. has rights and privileges to certain intellectual property owned by Actagro, LLC pursuant to the Nonexclusive License Agreement, dated May 22, 2007, by and between Cosmocel, S.A. and Actagro, LLC.
3. Co-Existence Agreement, dated March 3, 1997, by and between Actagro, Inc. and Scott's Miracle-Gro Products, Inc. regarding the Kwik-Start trademark owned by Actagro, LLC.