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**900219635 04/05/2012****TRADEMARK ASSIGNMENT**Electronic Version v1.1  
Stylesheet Version v1.104/05/2012  
900219635

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hi-Pro Feeds Inc.		04/02/2012	CORPORATION: DELAWARE
Hi-Pro Feeds LP		04/02/2012	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	207 Queens Quay West		
Internal Address:	Suite 705		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 1A7		
Entity Type:	<del>CANADA</del> BANK, CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1966592	1-800-45HI-PRO	
Registration Number:	2667622	AQUABALANCE	
Registration Number:	1959519	HI-PRO	
Registration Number:	1952692	HI-PRO PRO EDGE	
Registration Number:	1959518	HI-PRO	
Registration Number:	1950674	HI-PRO PRODUCER'S EDGE	
Registration Number:	3039556	NATURAL CALF	
Registration Number:	3124152	OPTIBRAN	
Registration Number:	2273822	P	
Registration Number:	3146083	SENDERO	
Registration Number:	1820069		
Registration Number:	2608512	UNIFEED	

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**TRADEMARK**  
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Registration Number:	3075074	UNIPORK
<b>CORRESPONDENCE DATA</b>		
Fax Number:	(312)706-9125	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3127018623	
Email:	rasmus@mayerbrown.com, msherlock@mayerbrown.com	
Correspondent Name:	Richard Assmus	
Address Line 1:	71 S. Wacker Drive	
Address Line 4:	Chicago, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	09004134	
<b>DOMESTIC REPRESENTATIVE</b>		
Name:		
Address Line 1:		
Address Line 2:		
Address Line 3:		
Address Line 4:		
NAME OF SUBMITTER:	Richard Assmus	
Signature:	/RMA/	
Date:	04/05/2012	
<b>Total Attachments: 11</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif source=Trademark Security Agreement#page10.tif source=Trademark Security Agreement#page11.tif		

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 2, 2012 (this "Agreement"), is made by Hi-Pro Feeds Inc., a Delaware corporation (the "US Borrower"), Hi-Pro Feeds LP, an Ontario limited partnership ("Canadian Borrower"), and together with the US Borrower, the "Grantors", and each individually, a "Grantor") in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as the agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of April 2, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, Hi-Pro Holdings, Inc., an Ontario corporation (the "Guarantor"), certain lender parties thereto (the "Lenders"), and the Agent, the Lenders have extended Commitments to make Loans to the Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantors and the Guarantor have executed and delivered a Pledge and Security Agreement, dated as of April 2, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (c) of Section 4.5 of the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of each Secured Party, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification

marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Agent will, at the applicable Grantor's sole expense, deliver to such Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to such Grantor such Documents as such Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article IX thereof.

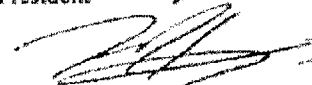
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

\* \* \* \* \*

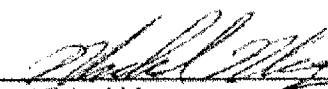
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.


**HI-PRO FEEDS INC.**

By:   
Name: Michael Mazan  
Title: President

By:   
Name: Matthew Kunica  
Title: Vice President


**HI-PRO GP INC.,**  
in its capacity as general partner of,  
**HI-PRO FEEDS LP**

By:   
Name: Michael Mazan  
Title: President

By:   
Name: Matthew Kunica  
Title: Vice President

**CANADIAN IMPERIAL BANK OF  
COMMERCE,**  
as Agent

By:   
Name: Jomo Riess  
Title: AUTHORIZED SIGNATORY

  
**Mark Sturrock**  
AUTHORIZED SIGNATORY

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*Signature Page to Trademark  
Security Agreement*

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SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks








Country	Trademark	Registration No.	Current Owner	Registration Date	Renewal Date
US	I-800-45-HI-PRO	1,966,592	U.S. Borrower	4/9/1996	4/09/2016 – Application for renewal due
CA	AQUA-FORM	TMA357,500	Canadian Borrower	6/23/2004	6/23/2019
CA	AQUABALANCE	TMA555,382	Canadian Borrower	12/13/2001	12/13/2016
US	AQUABALANCE	2,667,622	Canadian Borrower	12/31/2002	Application for renewal due 12/31/2012
CA	AMIPRO	TMA521,338	Canadian Borrower	1/12/2000	1/12/2015
CA	BOTANICAL GAURDIN	TMA555,368	Canadian Borrower	12/12/2001	12/12/2016
CA	DEWDROP	TMA470,385	Canadian Borrower	2/4/1997	2/4/2027
CA	EQ	TMA458,502	Canadian Borrower	5/31/1996	5/31/2026
CA	EQUISINE	TMA450,331	Canadian Borrower	11/17/1995	11/17/2025
CA	EQUISENTIALS	TMA448,741	Canadian Borrower	10/6/1995	10/6/2025
CA	HART FEEDS & DESIGN 	TMA672,967	U.S. Borrower	9/19/2006	9/19/2021
US	HI-PRO	1,959,519	U.S. Borrower	03/05/1996	3/5/2016 – Application for renewal due
US	HI-PRO EDGE & DESIGN	1,952,692	U.S. Borrower	1/30/1996	1/30/2016 – Application for renewal

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					due
CA	HI-PRO & DESIGN 	TMA499,868	U.S. Borrower	8/31/1998	8/31/2013 – Application for renewal due
US	HI-PRO & DESIGN 	1,959,518	U.S. Borrower	3/5/1996	3/5/2016 – Application for renewal due
MX	HI-PRO & DESIGN 	460,298	U.S. Borrower	9/2/2003	9/2/2013
MX	HI-PRO & DESIGN 	458,982	U.S. Borrower	9/2/2003	9/2/2013
CA	PROFORM LOGO 	TMA792,534	Canadian Borrower	3/08/2011	3/08/2026
US	HI-PRO PRODUCER'S EDGE & DESIGN 	1,950,674	U.S. Borrower	1/23/1996	1/23/2016 – Application for renewal due
US	NATURAL CALF	3,039,556	U.S. Borrower	1/10/2006	1/10/2016 – Application for renewal due
US	OPTIBRAN	3,124,152	U.S. Borrower	8/1/2006	8/1/2012 – Section 8 & 15 Affidavit of use due
CA	P DESIGN 	TMA347,530	Canadian Borrower	11/4/2003	11/4/2018
US	P DESIGN 	2,273,822	Canadian Borrower	8/31/1999	8/31/2019 Application for renewal due
CA	PRO-FORM	TMA347,531	Canadian Borrower	11/4/2003	11/4/2018


Country	Trademark	Registration No.	Current Owner	Registration Date	Renewal Date
CA	PROFORM OPTIMIZING PERFORMANCE LOGO  	TMA792,335	Canadian Borrower	3/08/2011	3/08/2026
CA	Proform premium grains	TMA792,344	Canadian Borrower	3/08/2011	3/08/2026
CA	PROFORM STEP RIGHT DESIGN  	TMA814,376	Canadian Borrower	12/20/2011	12/20/2026
CA	PURE GOLD ENERGEX	TMA538,289	Canadian Borrower	12/5/2000	12/5/2015
CA	PURE GOLD ENERGEX & DESIGN  	TMA758,022	Canadian Borrower	1/27/2010	1/27/2025
US	SENDERO	3,146,083	U.S. Borrower	9/19/2006	9/19/2012 – Section 8 & 15 Affidavit of use due
CA	PROFORM	TMA792,332	Canadian Borrower	3/08/2011	3/08/2026
CA	PROFORM advantage	TMA814,378	Canadian Borrower	12/20/2011	12/20/2026
CA	SIL-EDGE	TMA488,251	Canadian Borrower	1/27/1998	1/27/2013
CA	STEP RIGHT FEEDING	TMA588,037	Canadian Borrower	8/25/2003	8/25/2018

CA	Step right premium equine feed	TMA814,375	Canadian Borrower	12/20/2011	12/20/2026
CA	THE MILL STORE	TMA465,560	Canadian Borrower	11/1/1996	11/01/2026
CA	The mill store design 	TMA792,685	Canadian Borrower	3/11/2011	3/11/2026
CA	TRIACTOR	TMA506,194	Canadian Borrower	1/7/1999	1/7/2014
CA	TRIPLE GOLD & DESIGN 	TMA477,521	Canadian Borrower	6/10/1997	6/10/2012
US	TWO TRIANGLE DESIGN 	1,820,069	U.S. Borrower	2/8/1994	2/8/2014 – Application for renewal Due
CA	UF & DESIGN 	TMA653,656	Canadian Borrower	11/28/2005	11/28/2020
CA	UF AND PIGS DESIGN 	TMA705,165	Canadian Borrower	1/22/2008	1/22/2023
CA	UF UNIFEED & DESIGN 	TMA653,026	Canadian Borrower	11/18/2005	11/18/2020
CA	UNIBEED & DESIGN 	TMA652,326	Canadian Borrower	11/17/2005	11/7/2020
CA	UNIFEED	TMA163,017	Canadian Borrower	5/23/1999	5/23/2014
US	UNIFEED	2,608,512	Canadian Borrower	8/20/2002	8/20/2012 - Application for Renewal due

CA	UNIFEED FINANCIAL	TMA676,975	Canadian Borrower	11/16/2006	11/16/2021
CA	UNIFEED FINANCIAL & DESIGN 	TMA676,974	Canadian Borrower	11/16/2006	11/16/2021
CA	UNIFEED SWINE PROGRAMS & DESIGN 	TMA704,726	Canadian Borrower	1/16/2008	1/16/2023
CA	UNIFINANCE	TMA451,387	Canadian Borrower	12/1/1995	12/1/2025
CA	UNIFINANCE & DESIGN 	TMA646,367	Canadian Borrower	8/23/2005	8/23/2020
CA	UNIPORK	TMA612,605	Canadian Borrower	6/10/2004	6/10/2019
US	UNIPORK	3,075,074	Canadian Borrower	1/10/2006	4/4/2012- Section 8 & 15 Affidavit of Use

Pending Trademark Applications

Country	Trademark	Serial No.	Current Owner	Application Date	Status
CA	Extruded feed & Design 	1,544,492	Canadian Borrower	9/21/2011	Formalized. Should be examined in next two months

CA	NATURAL HARVEST	1,546,217	Canadian Borrower	10/3/2011	Formalized. Should be examined in next four months
CA	NATURAL HARVEST DESIGN 	1,546,219	Canadian Borrower	10/3/2011	Formalized. Should be examined in next four months
CA	Natural Select	85/463,599	Canadian Borrower	11/3/2011	Formalized – Should be examined in next four months
CA	STEP 8 HI-FAT	1,544,491	Canadian Borrower	9/21/2011	Formalized - Should be examined in next two months.

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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NONE