

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Newsham Choice Genetics, LLC		05/15/2012	LIMITED LIABILITY COMPANY: IOWA

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. Bank, National Association
<b>Street Address:</b>	520 Walnut Street
<b>City:</b>	Des Moines
<b>State/Country:</b>	IOWA
<b>Postal Code:</b>	50309
<b>Entity Type:</b>	CORPORATION: IOWA

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2014124	NEWSHAM
Registration Number:	2406653	GENTEL
Registration Number:	3085276	EBX
Registration Number:	3092815	EBX
Registration Number:	3598992	GX
Registration Number:	3595319	GX
Registration Number:	3451778	
Registration Number:	3667936	MAP YOUR SUCCESS
Registration Number:	3979136	EXM
Registration Number:	3979137	NC32
Registration Number:	3986712	NEWSHAM CHOICE GENETICS
Registration Number:	3986713	NEWSHAM CHOICE GENETICS
Registration Number:	4052958	MAP YOUR SUCCESS

CH \$340.00 2014124

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 5152422451  
**Email:** curban@brownwinick.com  
**Correspondent Name:** Camille Urban  
**Address Line 1:** 666 Grand Ave.  
**Address Line 2:** Ste. 2000  
**Address Line 4:** Des Moines, IOWA 50329

<b>NAME OF SUBMITTER:</b>	Camille L. Urban
<b>Signature:</b>	/camille l. urban/
<b>Date:</b>	05/15/2012

**Total Attachments: 4**  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**"), effective as of May 15, 2012, is made by **Newsham Choice Genetics, LLC**, an Iowa limited liability company ("Newsham") in favor of **U.S. Bank, National Association**, a national banking association ("Bank"). Capitalized terms not otherwise defined herein have the meaning set forth in the Loan Agreement (as hereafter defined).




**WHEREAS**, Newsham, as a co-borrower, and Bank entered into a Loan Agreement of even date herewith (as amended, restated, renewed, supplemented or otherwise modified from time to time hereafter, the "**Loan Agreement**"), whereunder Bank has agreed to make certain Loans, to extend credit or otherwise make financial accommodations to Newsham; and

**WHEREAS**, in order to induce Bank to make the Loans, pursuant to the terms and conditions of the Loan Documents, including, without limitation, that certain Security Agreement between Newsham and Bank, Bank has required Newsham, and Newsham has agreed, to grant to Bank a security interest in, and a collateral assignment to Bank of, all of Newsham's right, title and interest in the Collateral, including, without limitation, certain trademarks set forth on Exhibit "A", hereby incorporated by this reference (the "**Trademarks**"), upon the terms and conditions of this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Newsham does hereby acknowledge and confirm that it has made a collateral assignment to Lender of, and has granted to Lender, a security interest in, all of Newsham's right, title and interest in, to and under the Trademarks, and in and to any registrations, renewals and extensions that may be granted thereon, together with goodwill of the business associated therewith and the right to sue for past infringement of the Trademarks. Notwithstanding the foregoing, Newsham acknowledges and confirms that the rights and remedies of Bank, with respect to the collateral assignment of, and security interest in, the Trademarks, are more fully set forth in the Loan Documents, the terms and provisions of which are hereby incorporated by this reference. The foregoing recitals are hereby incorporated by this reference. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument. Parties may sign by facsimile or PDF signature, which signature will be treated as an original.

*[Signature Page Follows]*

Exhibit "A"  
 (the "Trademarks")

US Trademark Registration No.	Mark
2,014,124	Newsham (Word Mark)
2,406,653	Gentel (Word Mark)
3,085,276	EBX (Word Mark)
3,092,815	EBX (Word Mark)
3,598,992	GX (Word Mark)
3,595,319	GX (Word Mark)
3,451,778	Flying Pig Design Mark 
3,667,936	Map Your Success (Word Mark)
3,979,136	EXM (Word Mark)
3,979,137	NC32 (Word Mark)
3,986,712	Newsham Choice Genetics (Word Mark)
3,986,713	Newsham Choice Genetics (Design Mark) 
4,052,958	Map Your Success (Design Mark) 

Each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

Newsham

**NEWSHAM CHOICE GENETICS, LLC,  
AN IOWA LIMITED LIABILITY COMPANY**

*Mark Weaver*

\_\_\_\_\_  
Mark Weaver, Chief Executive Officer

Bank

**U.S. BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

Newsham

**NEWSHAM CHOICE GENETICS, LLC,  
AN IOWA LIMITED LIABILITY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Bank

**U.S. BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: David M. Peterson  
Title: Commercial Lm