TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JSI Merger Sub, Inc.		11/15/2012	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Collateral Agent
Street Address:	111 W. Monroe St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Charted Bank: CANADA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3493240	DOUBLE BARREL
Registration Number:	3535273	EX-CALIBER
Registration Number:	3551378	EYENEEDINFO
Registration Number:	3624387	OPTIGRO
Registration Number:	3525574	OVER & UNDER
Registration Number:	3525052	SUPER PLOT
Registration Number:	3454542	WILDLIFE IS OUR GAME
Registration Number:	3603257	WILDWOOD GENETICS
Registration Number:	4223080	BEFORE SEED BEYOND HARVEST
Registration Number:	4223095	SANDERS
Registration Number:	4223096	
Serial Number:	85551010	FARMLINE FINANCING RESOURCE FOR GROWERS
Serial Number:	85551128	
Serial Number:	85417462	SURE SHOT

OP $440.00 3493240

Serial Number:	85551205	WILDWOOD GENETICS
Serial Number:	85692055	FIELD MAKER
Serial Number:	85692056	FORE RUNNER

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.

Email:	daniel.cote@thomsonreuters.com
Correspondent Name:	James P. Murphy, Legal Assistant
Address Line 1:	80 Pine Street
Address Line 2:	Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	11/19/2012

Total Attachments: 6
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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JSI Merger Sub, Inc.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: MS
☐ Other

Citizenship (see guidelines) US - MS

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of Montreal, as Collateral Agent

Street Address: 111 W. Monroe St.

City: Chicago

State: IL

Country: USA Zip: 60603

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Charted Bank Citizenship Canadian

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 11/15/2012

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

SEE SCHEDULE I

B. Trademark Registration No.(s)

SEE SCHEDULE I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Docket Number:

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: James P. Murphy
Signature

November 15, 2012
Date

JAMES P. MURPHY
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement (ABL)

TRADEMARK SECURITY AGREEMENT dated as of November 15, 2012 (this "Agreement"), made by JSI MERGER SUB, INC. (to be renamed JIMMY SANDERS INCORPORATED), a Mississippi corporation (the "Pledgor"), in favor of BANK OF MONTREAL, as Collateral Agent.

Reference is made to the Collateral Agreement (ABL), dated as of November 15, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Pinnacle Operating Corporation (the "Borrower"), each subsidiary of the Borrower identified therein and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, and all renewals thereof, including those listed on Schedule I and (b) all goodwill associated therewith or symbolized thereby;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any applications for any trademarks that have been filed with the United States Patent and Trademark Office on the basis of an "intent-to-use" with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the United States Patent and Trademark Office.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges

and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. ***Termination.*** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to any Pledgor as such Pledgor may request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by a Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.

[Signature Pages Follow]

TRADEMARK
REEL: 004903 FRAME: 0292

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JSI MERGER SUB, INC.

By: _____
Name: Barry Knight
Title: President

[Signature Page to Trademark Security Agreement (ABL)]

BANK OF MONTREAL,
as Collateral Agent

By: _____
Name: Quinn Heidon
Title: V.P.

[Signature Page to Trademark Security Agreement (ABL)

SCHEDULE I

Trademarks Owned by JSI Merger Sub, Inc. (to be renamed Jimmy Sanders Incorporated)

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
DOUBLE BARREL	3,493,240	08/26/2008
EX-Caliber	3,535,273	11/18/2008
EyeNeedInfo	3,551,378	12/23/2008
OptiGro	3,624,387	05/19/2009
Over & Under	3,525,574	10/28/2008
Super Plot	3,525,052	10/28/2008
Wildlife Is Our Game	3,454,542	06/24/2008
Wildwood Genetics	3,603,257	04/07/2009
BEFORE SEED BEYOND HARVEST	4,223,080	10/09/2012
Design of SANDERS with sun & fields: logo: SANDERS	4,223,095	10/09/2012
Design of a sun & fields logo:	4,223,096	10/09/2012

U.S. Trademark Applications

Mark	Application No.	Application Filing Date
Farmline Financing Resource for Growers	85/551,010	02/23/2012
Design of a leaf logo:	85/551,128	02/23/2012
SURE SHOT	85/417,462	09/08/2011
WILDWOOD GENETICS	85/551,205	02/23/2012
FIELD MAKER	85/692,055	08/01/2012
FORE RUNNER	85/692,056	08/01/2012