

## 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
Antares Capital Corporation		11/21/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Becker-Underwood, Inc.		
Street Address:	801 Dayton Avenue		
City:	Ames		
State/Country:	IOWA		
Postal Code:	50010		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2295594	SEEDKARE	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6127661600		
Email:	sarah.house@faegrebd.com		
Correspondent Name:	Sarah M House		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	476234.310317		
NAME OF SUBMITTER:	Sarah M. House		
Signature:	/Sarah M House/		

Date:

11/29/2012

**Total Attachments: 4**

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## **TRADEMARK RELEASE OF SECURITY INTEREST**

THIS TRADEMARK RELEASE OF SECURITY INTEREST is made as of November 21, 2012, by ANTARES CAPITAL CORPORATION, as First Lien Collateral Agent ("Collateral Agent").

### **W I T N E S S E T H:**

WHEREAS, Collateral Agent and Becker-Underwood, Inc., a Delaware corporation ("Borrower"), were parties to that certain Trademark Security Agreement dated as of April 3, 2006 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Borrower granted a security interest to Collateral Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Borrower to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement by and among Borrower and Collateral Agent, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Assignment Division of the United States Patent and Trademark Office on May 10, 2006 at Reel 3306, Frame 0194; and

WHEREAS, Borrower has requested that Collateral Agent release its security interest in the Trademarks and reassign the same to Borrower;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) each Trademark, Trademark registration, and Trademark application owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or extensions thereof) relating to Trademarks and referred to in Exhibit A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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

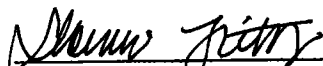
(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations relating to Trademarks and referred to in Exhibit A annexed hereto, all Intellectual Property Registrations issued with respect to Intellectual Property Applications referred to in Exhibit A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

2. Collateral Agent hereby reassigns, grants and conveys to Borrower, without any representation, warranty, recourse or undertaking Collateral Agent, all of Collateral Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Borrower's business connected with the use of and symbolized by the Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release of Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

**ANTARES CAPITAL CORPORATION,**  
as First Lien Collateral Agent

By:   
Name: Shannon Fritz  
Title: Duly Authorized Signatory

Trademark Release of Security Interest

**TRADEMARK**  
**REEL: 004909 FRAME: 0970**

**EXHIBIT A to Trademark Release of Security Interest**

**Trademark Applications**

None.

**Trademark Registrations**

<b>Country</b>	<b>Trademark Description</b>	<b>Registration Number</b>	<b>Date of Registration</b>
United States	SUB-SAHARA	2332670	March 21, 2000
United States	SUB-SAHARA	2338402	April 4, 2000
United States	SEEDKARE	2295594	November 30, 1999