

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
Universal Cooperatives, Inc.		12/10/2012	cooperative corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent
Street Address:	20975 Swenson Drive
City:	Waukesha
State/Country:	WISCONSIN
Postal Code:	53186
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	1953329	AGAVE SISALANA GENUINUS
Registration Number:	2709931	AGRI-TUFF
Registration Number:	3743061	AIRLINK
Registration Number:	1779950	AQUAGENE
Registration Number:	3743063	ASTOUND
Registration Number:	3209524	BEYOND THE EDGE
Registration Number:	3102243	BLACK STALLION
Registration Number:	1530507	BOVA CREAM
Registration Number:	2533959	CAL FAST CALVING GEL
Registration Number:	2988410	CO-OP U
Registration Number:	3309167	COUNTRY MILE
Registration Number:	3491948	COUNTRY MILE
Registration Number:	3336641	COUNTRY MILE ANIMAL HEALTH
Registration Number:	2376702	CROP-SURE

TRADEMARK

Registration Number:	1777560	CROP-SURF
Registration Number:	4099946	CROSSLINK
Registration Number:	1799423	DIAMOND
Serial Number:	85746368	DOWN RIGHT
Registration Number:	3061163	DURA-BALE
Registration Number:	3309062	ECLIPSE
Registration Number:	3299512	ECLIPSE
Registration Number:	4200001	ENDURANCE
Registration Number:	3743062	EXCLAIM
Registration Number:	1128656	EXTRA
Registration Number:	2041687	EXTRA BIG
Registration Number:	3708499	FOREST REVOLVER
Registration Number:	2522592	GLY-4
Registration Number:	2522593	GLY-4 PLUS
Registration Number:	3079645	GLY-4 PLUS
Registration Number:	0838186	GOLD CREST
Registration Number:	0670082	GOLDEN BOW
Registration Number:	2624354	GOLDEN VALLEY
Registration Number:	2644276	GREEN VALLEY
Registration Number:	0750749	GREENFIELD SUPREME
Registration Number:	1128655	GREENFIELD SUPREME
Registration Number:	3406165	HARVEST GOLD
Registration Number:	3350961	HARVEST GREEN
Registration Number:	3920933	HERDSMAN
Registration Number:	1143429	HOLLAND EXTRA
Registration Number:	1773968	KEM LINK
Registration Number:	3319903	MAG-NET NET WRAP
Serial Number:	85459491	MASTERLINK
Serial Number:	85347383	MULTIPLE
Registration Number:	1989363	PET'S CORNER
Registration Number:	1968463	PET'S CORNER QUALITY PET PRODUCTS
Registration Number:	2718328	POINT
Registration Number:	2138435	PROTEK
Registration Number:	3878035	REPLACE
Registration Number:	3346163	REVOLVER

	2124649	ROYAL HOLLAND
Serial Number:	85771941	SHOWDOWN
Registration Number:	2164724	STAMPEDE
Registration Number:	3693346	STAMPEDE
Registration Number:	2171926	STAMPEDE
Registration Number:	3702344	STAMPEDE
Registration Number:	2930987	TITE'N TUFF
Registration Number:	2930986	TNT
Registration Number:	4110155	TORRID
Registration Number:	2768159	TUFF-WRAP
Registration Number:	2527901	UCPA
Registration Number:	2682155	UCPA UNIVERSAL CROP PROTECTION ALLIANCE
Registration Number:	3182733	UCPA UNIVERSAL CROP PROTECTION ALLIANCE
Registration Number:	2515694	UNIVERSAL CROP PROTECTION ALLIANCE
Registration Number:	1702478	WEATHER MARK

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	1740-262
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	12/18/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2012, (this "Agreement"), is made by UNIVERSAL COOPERATIVES, INC., a Minnesota cooperative corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Loan and Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement"), among Grantor, the Borrowers and other Obligors from time to time party thereto, the Lenders and the Agent, the Lenders have extended Commitments, Loans and other financial accommodations to the Borrowers (as each such term is defined therein); and

WHEREAS, pursuant to the Loan Agreement, the Grantor is 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 Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, 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 Loan Agreement.

SECTION 2. Grant of Security Interest. The Grantor 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 Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all 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, 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 and corresponding offices in other countries of the world 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, "Trademarks"), including those Trademarks referred to in Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License");

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

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) 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

(e) all proceeds of, and rights associated with, the foregoing (including licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include any Trademark application filed on an intent to use basis to the extent the granting of a security interest therein would result in the unenforceability, invalidating, cancellation or voiding thereof.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor 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 Loan Agreement. The Loan 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. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Loan Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be.

SECTION 5. Acknowledgment. The 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 Loan Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Loan Agreement, the Loan Agreement shall control.

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

SECTION 7. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

SECTION 8. 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 9. ENTIRE AGREEMENT. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

* * * * *

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.

UNIVERSAL COOPERATIVES, INC.,

By:


Name: DENNIS GYPOS
Title: TREASURER

BANK OF AMERICA, N.A.,
as Agent

By: Bradley E. Handrich
Name: Bradley E. Handrich
Title: VP

Signature Page to Trademark Security Agreement - Universal

TRADEMARK
REEL: 004921 FRAME: 0390

SCHEDULE I
to Trademark Security Agreement

Trademarks

Country	Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Next Renewal Date
USA	AGAVE SISALANA GENUINUS & Design	Registered	74/647,791	03/16/1995	1,953,329	01/30/1996	22	01/30/2016
USA	AGRI-TUFF & Design (Bulldog)	Registered	76/235,995	04/05/2001	2,709,931	04/22/2003	22	04/22/2013
USA	AIRLINK	Registered	77/530,294	07/24/2008	3,743,061	01/26/2010	01	01/26/2020
USA	AQUAGENE	Registered	74/326,698	10/30/1992	1,779,950	07/06/1993	01	07/06/2023
USA	ASTOUND	Registered	77/530,335	07/24/2008	3,743,063	01/26/2010	01	01/26/2020
Canada	BEYOND THE EDGE	Registered	1,154,413	10/01/2002	TMA605,511	03/17/2004	N/A	03/17/2019
USA	BEYOND THE EDGE	Registered	78/166,913	09/23/2002	3,209,524	02/13/2007	22	02/13/2017
Canada	BLACK STALLION	Registered	1,267,499	08/05/2005	TMA721,948	08/25/2008	N/A	08/25/2023
USA	BLACK STALLION	Registered	78/567,533	02/15/2005	3,102,243	06/06/2006	22	06/06/2016
USA	BOVA CREAM	Registered	73/725,615	05/02/1988	1,530,507	03/21/1989	05	03/21/2019
USA	CAL FAST CALVING GEL	Registered	76/164,248	11/13/2000	2,533,959	01/29/2002	05	01/29/2022
USA	CO-OP U (Stylized)	Registered	75/670,494	03/30/1999	2,988,410	08/30/2005	04,22	08/30/2015
USA	COUNTRY MILE	Registered	78/759,424	11/22/2005	3,309,167	10/09/2007	35	10/09/2017
USA	COUNTRY MILE & Design (Updated Logo)	Registered	77/368,567	01/10/2008	3,491,948	08/26/2008	35	08/26/2018
USA	COUNTRY MILE ANIMAL HEALTH	Registered	78/759,325	11/22/2005	3,336,641	11/13/2007	35	11/13/2017
USA	CROP-SURE	Registered	75/570,810	10/14/1998	2,376,702	08/15/2000	05	08/15/2020
USA	CROP-SURF	Registered	74/325,405	10/26/1992	1,777,560	06/22/1993	01	06/22/2013
Canada	CROSSLINK	Pending	1,520,422	03/23/2011			N/A	
USA	CROSSLINK	Registered	85/161,809	10/26/2010	4,099,946	02/14/2012	01	02/14/2022
Canada	D2	Pending	1,578,827	05/23/2012			N/A	
USA	DIAMOND	Registered	74/356,150	02/05/1993	1,799,423	10/19/1993	22	10/19/2013
USA	DOWN RIGHT	Pending	85/746,368	10/04/2012			01	
USA	DURA-BALE	Registered	78/417,978	05/13/2004	3,061,163	02/21/2006	22	02/21/2016
Canada	ECLIPSE	Registered	1,299,046	04/25/2006	TMA739,794	05/11/2009	N/A	05/11/2024
USA	ECLIPSE	Registered	78/747,171	11/04/2005	3,309,062	10/09/2007	17,22	10/09/2017
Canada	ECLIPSE & Design	Registered	1,299,129	04/25/2006	TMA739,792	05/11/2009	N/A	05/11/2024
USA	ECLIPSE & Design	Registered	78/747,161	11/04/2005	3,299,512	09/25/2007	22	09/25/2017
USA	ENDURANCE	Registered	85/433,332	09/27/2011	4,200,001	08/28/2012	22	08/28/2022
Canada	ESCALATE	Pending	1,554,470	12/01/2011			N/A	
Canada	EXCELLO	Registered	421,208	02/17/1978	TMA237,889	12/07/1979	N/A	12/07/2024
USA	EXCLAIM	Registered	77/530,317	07/24/2008	3,743,062	01/26/2010	01	01/26/2020
Canada	EXTRA	Registered	421,211	02/17/1978	TMA242,590	05/11/1980	N/A	05/11/2025
USA	EXTRA	Registered	73/153,968	01/03/1978	1,128,656	01/01/1980	22	01/01/2020
Canada	EXTRA & Design (Star)	Registered	244,246	02/10/1958	TMA117,574	04/14/1960	N/A	04/14/2020
USA	EXTRA BIG	Registered	74/718,902	08/22/1995	2,041,687	03/04/1997	22	03/04/2017
Canada	FOREST REVOLVER	Registered	1,454,163	10/05/2009	TMA788,620	01/26/2011	N/A	01/26/2026

Country	Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Next Renewal Date
USA	FOREST REVOLVER	Registered	77/718,094	04/20/2009	3,708,499	11/10/2009	22	11/10/2019
USA	GLY-4	Registered	76/262,448	05/24/2001	2,522,592	12/25/2001	05	12/25/2021
USA	GLY-4 PLUS	Registered	76/262,449	05/24/2001	2,522,593	12/25/2001	05	12/25/2021
USA	GLY-4 PLUS & Design	Registered	78/613,916	04/21/2005	3,079,645	04/11/2006	05	04/11/2016
USA	GOLD CREST (Stylized)	Registered	72/267,541	03/24/1967	838,186	11/07/1967	22	11/07/2017
USA	GOLDEN BOW	Registered	72/037,000	09/11/1957	670,082	11/25/1958	22	11/25/2018
USA	GOLDEN VALLEY	Registered	76/279,126	07/02/2001	2,624,354	09/24/2002	22	09/24/2022
USA	GREEN VALLEY	Registered	76/262,828	05/25/2001	2,644,276	10/29/2002	22	10/29/2022
USA	GREENFIELD SUPREME	Registered	72/148,897	07/12/1962	750,749	06/11/1963	22	06/11/2013
USA	GREENFIELD SUPREME	Registered	73/153,948	01/03/1978	1,128,655	01/01/1980	22	01/01/2020
USA	HARVEST GOLD	Registered	77/078,718	01/09/2007	3,406,165	04/01/2008	22	04/01/2018
USA	HARVEST GREEN	Registered	77/078,694	01/09/2007	3,350,961	12/11/2007	22	12/11/2017
Canada	HERDSMAN	Pending	1,512,856	01/27/2011			N/A	
USA	HERDSMAN	Registered	77/885,645	12/03/2009	3,920,933	02/15/2011	06,21	02/15/2021
Canada	HOLLAND EXTRA (Stylized)	Registered	421,210	02/17/1978	TMA250,675	09/26/1980	N/A	09/26/2025
USA	HOLLAND EXTRA (Stylized)	Registered	73/153,969	01/03/1978	1,143,429	12/16/1980	22	12/16/2020
USA	KEM LINK	Registered	74/325,455	10/26/1992	1,773,968	06/01/1993	01	06/01/2023
USA	MAG-NET NET WRAP & Design	Registered	78/610,927	04/18/2005	3,319,903	10/23/2007	22	10/23/2017
USA	MASTERLINK	Pending	85/459,491	10/28/2011			01	
USA	MULTIPLE	Pending	85/347,383	06/15/2011			01	
Canada	PET'S CORNER	Registered	0,772,271	01/04/1995	TMA512,853	07/15/1999	N/A	07/15/2014
USA	PET'S CORNER	Registered	75/975,141	07/05/1994	1,989,363	07/23/1996	18,20	07/23/2016
USA	PET'S CORNER QUALITY PET PRODUCTS & Design	Registered	74/674,032	05/15/1995	1,968,463	04/16/1996	18	04/16/2016
USA	POINT	Registered	75/727,178	06/10/1999	2,718,328	05/27/2003	01	05/27/2013
Canada	PRAIRIE PRIDE & Design	Registered	123,205	05/16/1924	TMDA37,815	05/16/1925	N/A	05/16/2025
USA	PROTEK	Registered	75/174,636	10/01/1996	2,138,435	02/24/1998	20	02/24/2018
USA	REPLACE	Registered	77/889,564	12/09/2009	3,878,035	11/16/2010	01	11/16/2020
USA	REVOLVER	Registered	78/906,295	06/12/2006	3,346,163	11/27/2007	22	11/27/2017
Canada	ROYAL HOLLAND	Registered	864,931	07/21/1998	TMA522,531	01/31/2000	N/A	01/31/2015
USA	ROYAL HOLLAND	Registered	74/647,790	03/16/1995	2,124,649	12/30/1997	22	12/30/2017
USA	SHOWDOWN	Pending	85/771,941	11/5/2012			22	
Canada	STAMPEDE	Registered	1,382,008	02/05/2008	TMA757,873	01/26/2010	N/A	01/26/2025
Canada	STAMPEDE	Registered	832,963	01/07/1997	TMA488,436	01/28/1998	N/A	01/28/2028
USA	STAMPEDE	Registered	75/220,884	01/03/1997	2,164,724	06/09/1998	22	06/09/2018
USA	STAMPEDE	Registered	77/358,447	12/21/2007	3,693,346	10/06/2009	17	10/06/2019
Canada	STAMPEDE & Design	Registered	832,964	01/07/1997	TMA487,142	12/16/1997	N/A	12/16/2012
Canada	STAMPEDE & Design	Registered	1,382,009	02/05/2008	TMA757,681	01/22/2010	N/A	01/22/2025
USA	STAMPEDE & Design	Registered	75/220,851	01/03/1997	2,171,926	07/07/1998	22	07/07/2018

Country	Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Next Renewal Date
USA	STAMPEDE & Design	Registered	77/358,418	12/21/2007	3,702,344	10/27/2009	17	10/27/2019
USA	TITE'N TUFF	Registered	78/424,285	05/25/2004	2,930,987	03/08/2005	22	03/08/2015
USA	TNT	Registered	78/424,283	05/25/2004	2,930,986	03/08/2005	22	03/08/2015
USA	TORRID	Registered	85/264,438	03/11/2011	4,110,155	03/06/2012	01	03/06/2022
USA	TUFF-WRAP	Let Lapse (Regd)	78/088,085	10/12/2001	2,768,159	09/23/2003	17	09/23/2013
USA	UCPA	Registered	75/577,868	10/26/1998	2,527,901	01/08/2002	01,05	01/08/2022
USA	UCPA UNIVERSAL CROP PROTECTION ALLIANCE & Design	Registered	75/881,553	12/28/1999	2,682,155	02/04/2003	35	02/04/2013
USA	UCPA UNIVERSAL CROP PROTECTION ALLIANCE & Design	Registered	78/622,616	05/04/2005	3,182,733	12/12/2006	01,05	12/12/2016
Canada	UNIVERSAL	Registered	0,201,374	12/04/1948	UCA032,297	12/04/1948	N/A	12/04/2023
USA	UNIVERSAL CROP PROTECTION ALLIANCE	Registered	75/577,869	10/26/1998	2,515,694	12/04/2001	01,05	12/04/2021
USA	WEATHER MARK	Let Lapse (Regd)	74/070,578	06/18/1990	1,702,478	07/21/1992	12	07/21/2022