

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jimmy Sanders Incorporated		09/18/2013	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as collateral agent
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 18

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	
Registration Number:	4256645	FARMLINE FINANCING RESOURCE FOR GROWERS
Registration Number:	4260080	SURE SHOT
Registration Number:	4316527	FIELD MAKER

OP \$465.00 3493240

Registration Number:	4308913	FORE RUNNER
Serial Number:	85818073	FARMLINE
Serial Number:	85551128	
Serial Number:	85551205	WILDWOOD GENETICS

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: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Elaine Carrera, Legal Assistant

Signature:

/Marina Kelly THOMSON REUTERS/

Date:

09/19/2013

Total Attachments: 6

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Trademark Security Agreement (Second Lien)

TRADEMARK SECURITY AGREEMENT dated as of September 18, 2013 (this "Agreement"), made by JIMMY SANDERS INCORPORATED, a Mississippi corporation (the "Pledgor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent.

Reference is made to the Collateral Agreement (Second Lien) dated as of September 18, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Pinnacle Operating Corporation (the "Issuer"), each subsidiary of the Issuer 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 III 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]

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

JIMMY SANDERS INCORPORATED

By: 
Name: Dennis F. Roerty, Jr.
Title: Vice President and Treasurer

[Signature Page to IP Security Agreement (Second Lien)]

TRADEMARK
REEL: 005114 FRAME: 0390



**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 
Name: **Jane Schweiger**
Title: **Vice President**


SCHEDULE I

Trademarks Owned by Jimmy Sanders Incorporated

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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: 	4,223,095	10/09/2012
Design of a sun & fields logo: 	4,223,096	10/09/2012
Farmline Financing Resource for Growers	4,256,645	12/11/2012
Sure Shot	4,260,080	12/18/2012
FIELD MAKER	4,316,527	04/09/2013
FORE RUNNER	4,308,913	03/26/2013

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
FARMLINE	85/818,073	01/08/2013
Design of a leaf logo: 	85/551,128	02/23/2012
WILDWOOD GENETICS	85/551,205	02/23/2012