

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
FoodChain Global Advisors, Inc.		11/08/2013	CORPORATION: IOWA
<b>RECEIVING PARTY DATA</b>			
Name:	TriState Capital Bank		
Street Address:	One Oxford Centre		
Internal Address:	27th Floor, 301 Grant Street		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Pennsylvania State-Chartered Bank: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3611637	FOODCHAIN GLOBAL ADVISORS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	4122883063		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	412-288-3008		
Email:	chughes@reedsmith.com		
Correspondent Name:	Clay P. Hughes		
Address Line 1:	P.O. Box 488		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488		
ATTORNEY DOCKET NUMBER:	886977.20121 CPH		
NAME OF SUBMITTER:	Clay P. Hughes		
Signature:	/Clay P. Hughes/		

OP \$40.00 3611637

Date:

11/12/2013

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8<sup>th</sup> day of November, 2013 by the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually the "Grantor"), in favor of TriState Capital Bank, a Pennsylvania state chartered bank (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement ("Credit Agreement") dated as of the date hereof and to be entered into by and among TransGlobal Alliances ID, Inc., a Delaware corporation (and successor by merger with Global ID Merger Sub Inc., the "Borrower"), the Guarantors from time to time party thereto and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors and certain of the Grantors' affiliates shall have executed and delivered to the Lender, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, the Grantors hereby agree with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) each trademark and application for trademark of such Grantor listed on Schedule 1 attached hereto;
- (b) all goodwill associated with such trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Interest. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark

Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon written request of the Grantors following payment in full of the Obligations, as defined in the Credit Agreement, (other than indemnification obligations to the extent no claim giving rise thereto has been asserted) and termination of the Commitment thereunder, the Lender shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Agreement may be executed in any number or counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO CONFLICTS OF LAWS.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRANSGLOBAL ALLIANCES ID, INC.

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

Name: ~~Marion Van Dijk~~

Title: Secretary and Chief Financial Officer

FOODCHAIN GLOBAL ADVISORS, INC.


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

Name: ~~Marion Van Dijk~~

Title: Secretary, Treasurer and Chief Financial Officer

**ACKNOWLEDGED AND ACCEPTED:**

**TRISTATE CAPITAL BANK, as Lender**

By:   
Name: Kent D. Nelson  
Title: Senior Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Trademark Name</b>	<b>Effective Date</b>	<b>Country</b>	<b>Status</b>	<b>Grantor</b>	<b>Registration Number</b>
CERT ID logo with ring device	11-Mar-08	USA	Active Registration	TransGlobal Alliances ID, Inc.	3395970
Genetic ID&Design (for products)	31-Aug-04	USA	Active Registration	TransGlobal Alliances ID, Inc.	2879402
Genetic ID (for services)	9-Apr-02	USA	Active Registration	TransGlobal Alliances ID, Inc.	2557884
Global Laboratory Alliance	4-Jul-06	USA	Active Registration	TransGlobal Alliances ID, Inc.	3111531
SUPPLYTRAK	25-Jan-13	USA	Active Registration	TransGlobal Alliances ID, Inc.	85832758
FOODCHAIN GLOBAL ADVISORS	28-April-09	USA	Active	FoodChain Global Advisors, Inc.	3611637