

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309780

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midtech R&D, Inc.		07/02/2014	CORPORATION: Minnesota
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	115 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3967951	EVENT	
Registration Number:	4172526	FACTOR	
Registration Number:	4243518	HARVEST MAX	
Registration Number:	4520452	LOCKDOWN	
Registration Number:	4507310	N-CLINE	
Registration Number:	4506861	NUTRIPOLY	
Registration Number:	4385294	PHOS GR0W 40	
Registration Number:	4247315	PLEXUS	
Registration Number:	4486233	PRO-LOCK	
Registration Number:	4238379	R2G	
Registration Number:	3945562	REVEL	
Serial Number:	86046729	BRUTE	
Serial Number:	86188293	DOMINANCE	
Serial Number:	85115263	FOLIAR MAX	
Serial Number:	86107233	FUNCTION	
Serial Number:	86188294	MARQUEE	
Serial Number:	86238882	MIX-ALL	
Serial Number:	85708672	N SHIELD UREASE INHIBITOR	
Serial Number:	86227003	ORTECH	
Serial Number:	85210948	PACER	

CH \$840.00 3967951

Property Type	Number	Word Mark
Serial Number:	86226990	PURITY
Serial Number:	86081746	READY PHOS
Serial Number:	86231060	READY-N
Serial Number:	86227009	RECON
Serial Number:	85961230	ROBUST
Serial Number:	86226998	R-WAY
Serial Number:	86238881	STAYDOWN
Serial Number:	86226973	SUNDANCE
Serial Number:	86226994	TRADITION 93
Serial Number:	86188296	UPPERHAND
Serial Number:	85820414	UPRISE COMPLETE
Serial Number:	86161600	VALET
Serial Number:	85425842	VERSAPLUS

**CORRESPONDENCE DATA**

**Fax Number:** 3026365454

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 800-927-9801 x 62348

**Email:** jpaterso@cscinfo.com

**Correspondent Name:** Corporation Service Company

**Address Line 1:** 1090 Vermont Avenue NW, Suite 430

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 205344-10

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 07/07/2014

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This 2nd day of July, 2014, Midtech R&D, Inc., a Minnesota corporation ("*Debtor*") with its principal place of business and mailing address at 1120 Lake Avenue, Fairmont, Minnesota 56031, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges and grants to Bank of Montreal, a Canadian chartered bank, as Agent, with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Third Amended and Restated Security Agreement dated May 22, 2014 herewith between Debtor, such affiliates and Secured Party (such Third Amended and Restated Security Agreement, as amended, modified, supplemented or restated from time to time, hereinafter the "*Security Agreement*"). Capitalized terms used herein and not defined herein have the meanings set forth in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not pledge or grant a security interest to Secured Party in any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted to the extent the grant of such security interest would impair the registerability of such applications or the validity or enforceability of registrations issuing from such applications. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

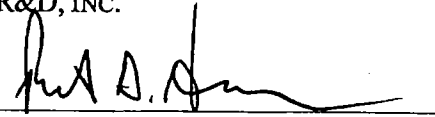
For clarity, this Trademark Security Agreement is not intended as a current assignment of the entire interest in the trademark, trademark registration and trademark application listed on

Schedule A hereto but it is intended to assign a security interest only on and pursuant to the terms of the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

MIDTECH R&D, INC.

By 

Name: Robert Hovde  
Title: Chief Financial Officer

BANK OF MONTREAL, as Agent

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005317 FRAME: 0554

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

MIDTECH R&D, INC.

By \_\_\_\_\_  
Name: Robert Hovde  
Title: Chief Financial Officer

BANK OF MONTREAL, as Agent

By Thomas M. Austorn  
Name: Thomas Austorn  
Title: Vice President


**SCHEDULE A  
TO TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**REGISTERED TRADEMARKS**

<b>MIDTECH R&amp;D, INC.</b>		
<b>MARK</b>	<b>MARK (WORDS)</b>	<b>REGISTRATION No.</b>
EVENT	EVENT	3967951
FACTOR	FACTOR	4172526
HARVEST MAX	HARVEST MAX	4243518
LOCKDOWN	LOCKDOWN	4520452
N-CLINE	N-CLINE	4507310
NUTRI-POLY	NUTRI-POLY	4506861
PHOS GROW 40	PHOS GROW 40	4385294
PLEXUS	PLEXUS	4247315
PRO LOCK	PRO LOCK	4486233
R2G	R2G	4238379
REVEL	REVEL	3945562

**PENDING U.S. TRADEMARKS**

<b>MIDTECH R&amp;D, INC.</b>		
<b>MARK</b>	<b>MARK (WORDS)</b>	<b>SERIAL NO.</b>
BRUTE	BRUTE	86046729
DOMINANCE	DOMINANCE	86188293
FOLIAR MAX	FOLIAR MAX	85115263
FUNCTION	FUNCTION	86107233
MARQUEE	MARQUEE	86188294
MIX-ALL	MIX-ALL	86238882
	N SHIELD UREASE INHIBITOR (Design)	85708672
ORTECH (Word Mark)	ORTECH (Word Mark)	86227003
PACER	PACER	85210948
PURITY (Word Mark)	PURITY (Word Mark)	86226990
READY PHOS	READY PHOS	86081746

**MIDTECH R&D, INC.**

<b>MARK</b>	<b>MARK (WORDS)</b>	<b>SERIAL NO.</b>
READY-N (Word Mark)	READY-N (Word Mark)	86231060
RECON (Word Mark)	RECON (Word Mark)	86227009
ROBUST	ROBUST	85961230
R-WAY (Word Mark)	R-WAY (Word Mark)	86226998
STAYDOWN	STAYDOWN	86238881
SUNDANCE (Word Mark)	SUNDANCE (Word Mark)	86226973
TRADITION 93 (Word Mark)	TRADITION 93 (Word Mark)	86226994
UPPERHAND	UPPERHAND	86188296
UPRISE COMPLETE	UPRISE COMPLETE	85820414
VALET	VALET	86161600
VERSAPLUS	VERSAPLUS	85425842