

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Land View, Inc.		07/25/2014	CORPORATION: IDAHO
RECEIVING PARTY DATA			
Name:	Rabo Agrifinance, Inc.		
Street Address:	12443 Olive Boulevard		
Internal Address:	Suite 50		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2661371	POWER-LINE	
Registration Number:	3774122	CARBOND	
CORRESPONDENCE DATA			
Fax Number:	3033225800		
<i>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.</i>			
Phone:	303-394-7211		
Email:	kchambers@ckbrlaw.com		
Correspondent Name:	Kris Chambers		
Address Line 1:	270 St. Paul Street, Suite 200		
Address Line 4:	Denver, COLORADO 80206		
NAME OF SUBMITTER:	Kris Chambers		
SIGNATURE:	/kc/		
DATE SIGNED:	08/19/2014		
Total Attachments: 5			
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TRADEMARK			

OP \$65.00 2661371

**GRANT OF
SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND
COPYRIGHTS**

This GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS (this "Agreement") is entered into effective as of July 25, 2014 by and among LAND VIEW, INC., an Idaho corporation, and TWO RIVERS TERMINAL, LLC, a Washington limited liability company (the "Grantor") and **RABO AGRIFINANCE, INC.**, a Delaware corporation ("RAF"), each of which are parties to that certain Loan and Security Agreement dated as of July 25, 2014 by and among Grantor, and RAF (as amended, restated, modified or supplemented from time to time, the "Loan Agreement").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, RAF agreed to provide certain loans and other financial accommodations to the Borrower, and the Grantor has agreed, among other things, to grant a security interest to RAF in the Grantor's Marks (as defined in the Loan Agreement); and

WHEREAS, in connection with the Loan Agreement, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Loan Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Loan Agreement, the Grantor hereby grants to and creates in favor of RAF a security interest in and to all of the Grantor's Marks (including, without limitation, those items listed on Schedule A attached hereto) (collectively, the "Collateral"); provided, however, that notwithstanding anything to the contrary herein, no security interest shall be deemed granted hereunder in any intent to use trademark applications solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability thereof or result in the cancellation or voiding thereof. Upon termination of all of the commitments of the Lenders under the Loan Agreement and payment in full of the Liabilities (as defined in the Loan Agreement), RAF will execute and cause to be recorded with the United States Patent and Trademark Office and the United States Copyright Office such documents or instruments reasonably necessary to release and terminate the security interest granted in this Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to RAF, for the benefit of RAF, in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of RAF thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of RAF with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

LAND VIEW, INC.
An Idaho corporation

By Ray M. Young
Its President

TWO RIVERS TERMINAL, LLC.
A Washington limited liability company

By Ray M. Young
Its Manager

[Signature page to Grant Of Security Interest in
Patents, Trademarks, Service Marks And Copyrights]

RAF:

RABO AGRIFINANCE, INC.
A Delaware Corporation

By _____
Its _____

[Signature page to Grant Of Security Interest in
Patents, Trademarks, Service Marks And Copyrights]

**SCHEDULE A
TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS
AND COPYRIGHTS**

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks and Service Marks:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
LAND VIEW FERTILIZER, INC.	POWER-LINE (Trademark – typed drawing)	2661371	Dec. 17, 2002
Land View, Inc.	CARBOND (Trademark - standard character mark)	3774122	April 13, 2010