

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333525

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HORIZON AG-PRODUCTS, L.P.		02/24/2015	LIMITED PARTNERSHIP: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION, ADMINISTRATIVE AGENT
<b>Street Address:</b>	1675 Broadway, Suite 300
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES

## PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	86117350	AVANTI RZ
Serial Number:	85913051	PROLINO COMPLEX
Serial Number:	85628919	NUE-PLEX
Serial Number:	85820084	HAP-GERM
Serial Number:	85820070	HAP-SOLVE
Serial Number:	85820046	HAP-PLEX
Serial Number:	85820023	HAP-COAT
Serial Number:	85768080	PROYIELD PLATINUM
Serial Number:	85952539	NUTRI-B.A.N.D.
Serial Number:	85850967	HAP
Serial Number:	85822230	HORIZON AG-PRODUCTS
Serial Number:	85820001	HAP-SORB
Serial Number:	85819981	MPT MICRO-PARTICLE TECHNOLOGY
Serial Number:	85727857	INNOVATIVE PLANT HEALTH SOLUTIONS
Serial Number:	85709755	ESCALATOR
Serial Number:	85630323	HERAKLES
Serial Number:	85553208	ESSENCE 6
Serial Number:	85456736	FULVIC-6020
Serial Number:	85456714	FULVIC-6000

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85456620	EXUDATE RZ
Serial Number:	85456591	EX-CALIBER RZ
Serial Number:	78746654	SULFEGRO
Serial Number:	77912508	LIQUID AMBER
Serial Number:	77477804	F-6000
Serial Number:	77477791	LIQUID ONYX
Serial Number:	77421050	HORIZON AG-PRODUCTS
Serial Number:	75423979	AGRI-PLUS
Serial Number:	75423977	QUANTUM-H

**CORRESPONDENCE DATA**

**Fax Number:** 3032230942

*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:** (303)223-1142

**Email:** eholmes@bhfs.com

**Correspondent Name:** Emily C. Holmes

**Address Line 1:** 410 Seventeenth Street, Suite 2200

**Address Line 4:** Denver, COLORADO 80202

<b>ATTORNEY DOCKET NUMBER:</b>	006433.0309 2/27/15
<b>NAME OF SUBMITTER:</b>	Emily C. Holmes
<b>SIGNATURE:</b>	/emilycholmes/
<b>DATE SIGNED:</b>	02/27/2015

**Total Attachments: 8**

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## ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of February 24, 2015, is made between (i) HORIZON AG-PRODUCTS, L.P., a Texas limited partnership ("Horizon Ag"), HORIZON TECHNOLOGY COMPANY, LLC, a Nevada limited liability company ("Horizon Tech"), and MIOCENE HOLDINGS, LLC, a Nevada limited liability company ("Miocene", together with Horizon Ag and Horizon Tech, the "Borrowers" and individually, each a "Borrower") and (ii) KEYBANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the benefit of the Lenders (the "Administrative Agent").

WHEREAS, the Borrowers, certain Lenders and the Administrative Agent have entered into a Credit and Security Agreement dated as of the date hereof (as at any time amended, modified or supplemented, the "Credit Agreement") pursuant to which the Lenders agreed to provide financing to the Borrowers; and

WHEREAS, pursuant to the Credit Agreement, each Borrower has granted to Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in all of such Borrower's present and future assets, including the intellectual property identified below. To secure the full and complete payment of the Secured Obligations and to supplement such security interest in such intellectual property pursuant to the Credit Agreement, the Borrowers are executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings given in the Credit Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Indebtedness, each Borrower hereby grants, assigns and conveys to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in all of such Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in

Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by such Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Each Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Credit Agreement.

3. Supplement to Credit Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Credit Agreement. The rights and remedies of the Administrative and the Lenders with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If any Borrower shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Within 30 days of the issuance of any new trademark registration to any Borrower or the acquisition or issuance of any trademark, patent or copyright registrations or the filing of any application for a trademark, patent or copyright such Borrower shall give prompt notice in writing to the Administrative with respect to any such new trademarks, patents or copyrights or renewal or extension of any trademark registration. Without limiting any Borrower's obligation under this Section 4, each Borrower authorizes the Administrative Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of the Administrative Agent, each Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be

necessary or advisable or may be requested by the Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Borrower's compliance with this Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the security interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Borrowers.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Borrowers, the Lenders and the Administrative Agent and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of Colorado, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by the Administrative Agent and the Borrowers on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Credit Agreement, the provision contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

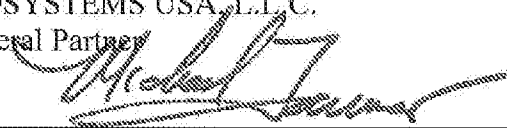
*[Signature page follows]*

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

**BORROWERS:**

**HORIZON AG-PRODUCTS, L.P.**

By: BIOSYSTEMS USA, L.L.C.  
Its: General Partner

By:   
Name: Michael G. Farmar  
Title: President

**HORIZON TECHNOLOGY COMPANY, LLC**

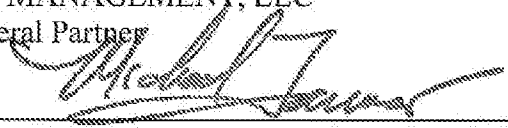
By:   
Name: Michael G. Farmar  
Title: Manager

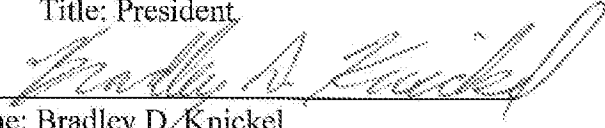
By:   
Name: Bradley D. Knickel  
Title: Manager

**MIOCENE HOLDINGS, LLC**

By: M&J FARMAR FAMILY FIRST LIMITED  
PARTNERSHIP  
Its: Member

By: PHI MANAGEMENT, LLC  
Its: General Partner

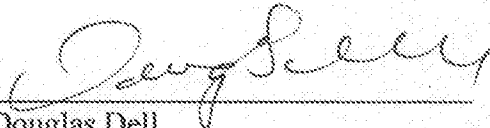
By:   
Name: Michael G. Farmar  
Title: President

By:   
Name: Bradley D. Knickel  
Title: Member

Address:  
1450 Infinite Drive,  
Louisville, Colorado 80027  
Attention: President

ADMINISTRATIVE AGENT:

KEYBANK NATIONAL ASSOCIATION

By:   
Name: Douglas Dell  
Title: Vice President

Address:

1675 Broadway, Suite 300  
Denver, CO 80202  
Attn: Douglas Dell

SCHEDULE A

Issued U.S. Patents of the Borrower

NONE

Pending U.S. Patent Applications of the Borrower

NONE



SCHEDULE B

U.S. Trademarks of the Borrowers

Mark	Serial Number	Filing Date	Registrant/Applicant
AVANTI RZ	86/117,350	11/13/2013	Horizon Ag-Products, LP
PROLINO COMPLEX	85/913,051	04/24/2013	Horizon Ag-Products, LP
NUE-PLEX	85/628,919	05/18/2012	Horizon Ag-Products, LP
HAP-GERM	85/820,084	01/10/2013	Horizon Ag-Products, LP
HAP-SOLVE	85/820,070	01/10/2013	Horizon Ag-Products, LP
HAP-PLEX	85/820,046	01/10/2013	Horizon Ag-Products, LP
HAP-COAT	85/820,023	01/10/2013	Horizon Ag-Products, LP
PROYIELD PLATINUM	85/768,080	10/31/2012	Horizon Ag-Products, LP
NUTRI-B.A.N.D.	85/952,539	06/06/2013	Horizon Ag-Products, LP
HAP	85/850,967	02/15/2013	Horizon Ag-Products, LP
HORIZON AG- PRODUCTS	85/822,230	01/14/2013	Horizon Ag-Products, LP
HAP-SORB	85/820,001	01/10/2013	Horizon Ag-Products, LP
MPT MICRO- PARTICLE TECHNOLOGY	85/819,981	01/10/2013	Horizon Ag-Products, LP
INNOVATIVE PLANT HEALTH SOLUTIONS	85/727,857	09/13/2012	Horizon Ag-Products, LP
ESCALATOR	85/709,755	08/22/2012	Horizon Ag-Products, LP
HERAKLES	85/630,323	05/21/2012	Horizon Ag-Products, LP
ESSENCE 6	85/553,208	02/27/2012	Horizon Ag-Products, LP
FULVIC-6020	85/456,736	10/26/2011	Horizon Ag-Products, LP
FULVIC-6000	85/456,714	10/26/2011	Horizon Ag-Products, LP
EXUDATE RZ	85/456,620	10/26/2011	Horizon Ag-Products, LP
EX-CALIBER RZ	85/456,591	10/26/2011	Horizon Ag-Products, LP
SULFEGRO	78/746,654	11/03/2005	Horizon Ag-Products, LP
LIQUID AMBER	77/912,508	01/15/2010	Horizon Ag-Products, LP
F-6000	77/477,804	05/19/2008	Horizon Ag-Products, LP
LIQUID ONYX	77/477,791	05/19/2008	Horizon Ag-Products, LP
HORIZON AG- PRODUCTS	77/421,050	03/13/2008	Horizon Ag-Products, LP
AGRI-PLUS	75/423,979	01/27/1998	Horizon Ag-Products, LP
QUANTUM-H	75/423,977	01/27/1998	Horizon Ag-Products, LP
MIOCENE	86/113,454	11/08/2013	Miocene Holdings, LLC

MIO-MATE	86/113,340	11/08/2013	Miocene Holdings, LLC
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Foreign Trademarks of the Borrowers

Mark	Serial Number	Registrant/Applicant
Agri-Plus	1480974	Horizon Ag-Products, LP
Agri-Plus	20140210964	Horizon Ag-Products, LP
Avanti RZ	3299891	Horizon Ag-Products, LP
Avanti RZ	840753799	Horizon Ag-Products, LP
Avanti RZ	559247	Horizon Ag-Products, LP
Avanti RZ	1088544	Horizon Ag-Products, LP
Escalator		Horizon Ag-Products, LP
Essence 6	1480985	Horizon Ag-Products, LP
Fulvic-6000	201185059	Horizon Ag-Products, LP
Fulvic-6020	1480983	Horizon Ag-Products, LP
Horizon Ag Products – Logo	1480972	Horizon Ag-Products, LP
Prolino Complex		Horizon Ag-Products, LP
Proyield Platinum		Horizon Ag-Products, LP
Quantum-H	103006152	Horizon Ag-Products, LP
Quantum H		Horizon Ag-Products, LP
Quantum H	201185048	Horizon Ag-Products, LP

Pending U.S. Trademark Applications of the Borrowers

NONE