

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM335910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ST FEED MILL, LLC		03/18/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Compass Bank		
Street Address:	1703 W. 5th Street		
Internal Address:	Suite 500		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4423265	TEXAS WILD BIRD SEED	
Registration Number:	4430186	TEXAS BRAND HEN SCRATCH	
Serial Number:	86128225	SAFE FORAGE	
Serial Number:	86128242	MOORE NATURAL	
Registration Number:	4647728	THOMAS MOORE FEED	
Registration Number:	4647729	M	
CORRESPONDENCE DATA			
Fax Number:	7132233717		
<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:	7132261200		
Email:	rljackson@lockelord.com		
Correspondent Name:	LOCKE LORD LLP		
Address Line 1:	600 TRAVIS		
Address Line 2:	SUITE 2800		
Address Line 4:	HOUSTON, TEXAS 77002-3095		
ATTORNEY DOCKET NUMBER:	0014020-00346		
NAME OF SUBMITTER:	Robert Jackson		

CH \$165.00 4423265

SIGNATURE:	/ROBERT JACKSON/
DATE SIGNED:	03/23/2015
Total Attachments: 7 source=Inguran 2015 - Executed Trademark Security Agreement (ST Feed Mill LLC) (2)#page1.tif source=Inguran 2015 - Executed Trademark Security Agreement (ST Feed Mill LLC) (2)#page2.tif source=Inguran 2015 - Executed Trademark Security Agreement (ST Feed Mill LLC) (2)#page3.tif source=Inguran 2015 - Executed Trademark Security Agreement (ST Feed Mill LLC) (2)#page4.tif source=Inguran 2015 - Executed Trademark Security Agreement (ST Feed Mill LLC) (2)#page5.tif source=Inguran 2015 - Executed Trademark Security Agreement (ST Feed Mill LLC) (2)#page6.tif source=Inguran 2015 - Executed Trademark Security Agreement (ST Feed Mill LLC) (2)#page7.tif	

TRADEMARK SECURITY AGREEMENT
(ST Feed Mill, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 18, 2015, is by and between ST FEED MILL, LLC, a Texas limited liability company doing business as Thomas Moore Feed, whose address is 22575 State Highway 6 South, Navasota, Texas 77868 ("Debtor"), and COMPASS BANK, an Alabama banking corporation, whose address is 1703 W. 5th Street, Suite 500, Austin, Texas 78703, Attention: Mr. John R. Burer, in its capacity as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Secured Party"), under the Credit Agreement described below.

WHEREAS, INGURAN, LLC, a Delaware limited liability company doing business as Sexing Technologies ("Borrower"), Secured Party and the lenders now or hereafter a party thereto (collectively the "Lenders") have entered into that certain Third Amended and Restated Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Debtor, Secured Party and certain other subsidiaries of Borrower have entered into a Second Amended and Restated Security Agreement (Domestic Subsidiaries) of even date herewith (as said Second Amended and Restated Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement in accordance with the specific terms of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Secured Party, for the benefit of Secured Party, the Lenders and any other holders of any of the Obligations, a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations (as defined in the Credit Agreement):

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the

foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party, for the benefit of Secured Party, the Lenders and any other holders of any of the Obligations, pursuant to the General Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Credit Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party, the Lenders, any other holders of any of the Obligations and their respective successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

ST FEED MILL, LLC,
a Texas limited liability company doing business as
Thomas Moore Feed

By: 

Name: MAURICE ROSENSTEIN

Title: CEO

"Secured Party"

COMPASS BANK,
an Alabama banking corporation,
as Administrative Agent

By: _____

Name: _____

Title: _____

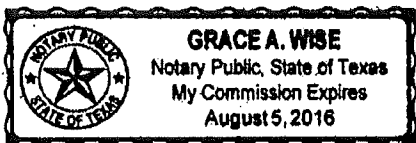
Attachment:

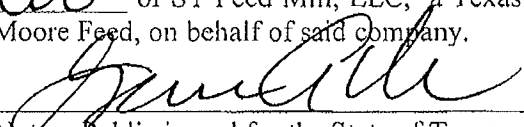
Schedule 1 – Trademarks

THE STATE OF TEXAS §

COUNTY OF Brazos §

This instrument was acknowledged before me on March 18, 2015, by Maurice Rosenstein, CEO of ST Feed Mill, LLC, a Texas limited liability company doing business as Thomas Moore Feed, on behalf of said company.




Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

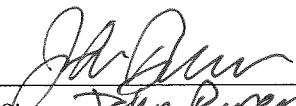
"Debtor"

ST FEED MILL, LLC,
a Texas limited liability company doing business as
Thomas Moore Feed

By: _____
Name: _____
Title: _____

"Secured Party"

COMPASS BANK,
an Alabama banking corporation,
as Administrative Agent

By:  _____
Name: John Burer
Title: SVP

Attachment:

Schedule 1 – Trademarks

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of ST Feed Mill, LLC, a Texas limited liability company doing business as Thomas Moore Feed, on behalf of said company.

Notary Public in and for the State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS

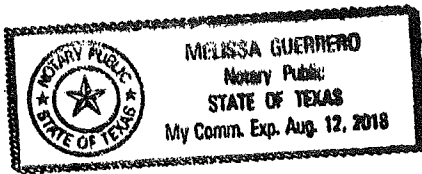
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on March 17, 2015, by John Boer, Relationship Manager of Compass Bank, an Alabama banking corporation acting in its capacity as Administrative Agent, on behalf of said corporation acting in said capacity.



Melissa Guerrero

Notary Public in and for the State of Texas

Printed Name: Melissa Guerrero

My Commission Expires: August 12 2018

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

(See attached Trademark Listing)

TRADEMARKS – ST Feed Mill - Unfiled

Docket Number	Mark	Type	US	Foreign	International class	Status	Application Number	Filing Date	Registration No.	Registration Date
ST FEED MILL:										
STFM_1	Texas Wild Bird Seed	Word	US		31	Registered	85/636,066	5/25/2012	4,423,265	10/22/2013
STFM_2	TEXAS BRAND HEN SCRATCH	Word	US		31	Registered	85/771,459	11/5/2012	4,430,186	11/5/2013
STFM_5	SAFE FORAGE	Word	US		5 & 31	Pending	86/128,225	11/25/2013		
STFM_6	MOORE NATURAL	Word	US		5	Pending	86/128,242	11/25/2013		
STFM_7	THOMAS MOORE FEED	Word	US		5 & 31	Registered	86/087,423	10/9/2013	4,647,728	12/2/2014
STFM_8	M (Design)	Design	US		5 & 31	Registered	86/087,439	10/9/2013	4,647,729	12/2/2014

TRADEMARK