

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNOX FERTILIZER COMPANY, INC.		02/27/2015	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY		
Street Address:	120 South LaSalle Street, Suite 200		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4109411	BED & EDGE WEED CONTROL	
Registration Number:	3923621	OLD RANCHER	
Registration Number:	3758153	PATIO	
Registration Number:	4218001	PLATINUM TURF FERTILIZER	
Registration Number:	3744990	GRO-GARD	
Registration Number:	3744989	GRO-GARD	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6613.007		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		

OP \$165.00 4109411

DATE SIGNED:	03/26/2015
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 27 day of February, 2015, by Knox Fertilizer Company, Inc., an Indiana corporation ("Grantor"), in favor of The PrivateBank and Trust Company ("Grantee").

WITNESSETH

WHEREAS, Grantor (as "Borrower") and Grantee (as "Lender") are parties to a certain Loan and Security Agreement dated as of November 23, 2009 (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee in accordance with the terms and conditions thereof; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a lien on, security interest in and right of set-off against all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement (including meanings provided for in the Loan Agreement by reference to another document). If any provision contained in this Agreement conflicts with any provision of the Loan Agreement, the provision contained in the Loan Agreement shall govern and control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of all of the Obligations, Grantor hereby grants to Grantee, for its benefit, a lien on, security interest in and right of set-off against any and all right, title and interest in and to any and all of the following of Grantor's Collateral, whether now owned or existing and hereafter created, acquired or arising (the "Trademark Collateral"):

(i) each trademark, trademark registration and trademark application listed on Schedule 1 annexed hereto, together with all renewals of any of the foregoing and together, in each case, with all goodwill attributable to any of the foregoing; and

(ii) all proceeds and products of the foregoing, and all insurance pertaining to the foregoing and proceeds thereof.

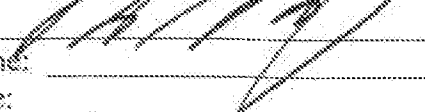
3. Execution in Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures

thereto and hereto were upon the same instrument. Signatures by facsimile or email shall bind the parties hereto.

[Signature Page Follows]

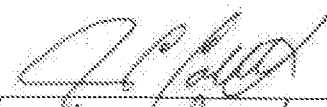
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

KNOX FERTILIZER COMPANY, INC.

By 
Name: _____
Title: _____

Agreed and Accepted
as of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY,
as Grantee

By 
Name Managing Director Doug Colletti
Title _____

SCHEDULE 1

TRADEMARKS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
BED & EDGE WEED CONTROL	77965935	4109411	03/06/12
OLD RANCHER	77599691	3923621	02/22/11
PATIO	77342104	3758153	03/09/10
PLATINUM TURF FERTILIZER	77029965	4218001	10/02/12
GRO-GARD	77012242	3744990	02/02/10
GRO-GARD	77012241	3744989	02/02/10

TRADEMARK APPLICATIONS

None.