

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344446

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GROWMARK, INC..		06/12/2015	CORPORATION: DELAWARE
GROWMARK FS, LLC		06/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
Seedway, LLC		06/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
GROWMARK Energy, LLC		06/12/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	COBANK, ACB
Street Address:	5500 South Quebec Street
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	NATIONAL COOPERATIVE BANK: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	4689793	BRINGING YOU WHAT'S NEXT.
Registration Number:	4602001	SHOPWORKS
Registration Number:	4329178	FS INVISION SEED CORN
Registration Number:	4277078	FS HISOY SOYBEANS
Registration Number:	4317949	CROPNATION
Registration Number:	4313919	
Registration Number:	4265311	FS INVISION
Registration Number:	4129889	GMK
Registration Number:	4129780	MAXIMIZING EVERY ACRE
Registration Number:	4021520	ARCHER
Registration Number:	4021521	ARCHER
Registration Number:	3311228	FS GREEN PLAN SOLUTIONS ON-FARM DISCOVER
Registration Number:	3148018	COUNTRY DEPOT
Registration Number:	3094298	EXACT

OP \$1015.00 4689793

Property Type	Number	Word Mark
Registration Number:	2777998	GROWMARK
Registration Number:	2781982	GROWMARK
Registration Number:	2740483	COMFORT PRO
Registration Number:	2656328	LOCALLY OWNED, GLOBALLY STRONG
Registration Number:	2661646	FS
Registration Number:	2371319	FS AGRI-FINANCE
Registration Number:	2390967	FAST STOP
Registration Number:	2580588	FUEL 24
Registration Number:	2287390	EXACT HYBRID EVALUATION
Registration Number:	1642619	IMS 2000
Registration Number:	1473661	CCS
Registration Number:	1213469	FS AGRI-FINANCE
Registration Number:	1153485	FS GREEN PLAN
Registration Number:	1132808	
Registration Number:	0854856	FS
Registration Number:	3323332	SEED YOU CAN COUNT ON
Registration Number:	3323333	OLDS SEED
Registration Number:	1743427	OLDS
Serial Number:	86526627	N-WATCH
Serial Number:	86526659	N WATCH
Serial Number:	86219097	FS
Serial Number:	86219121	FS
Serial Number:	86054563	FS DAIRYSELECT
Serial Number:	85891536	GROWMARK
Serial Number:	85580026	BAILOUT
Registration Number:	3311241	FS GREEN PLAN SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2127686800

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: 2123985280

Email: Trademarks.us@dentons.com

Correspondent Name: Martin P. Michael

Address Line 1: c/o Dentons US LLP, Wacker Drive Station

Address Line 2: Willis Tower, P.O. Box #061080

Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER: 10500464-0002 USLLP MA9

NAME OF SUBMITTER: Martin P. Michael

SIGNATURE:	/Martin P. Michael/
DATE SIGNED:	06/12/2015
Total Attachments: 10 source=GrowmarkCoBankTM SecurityAgreementJune2015#page1.tif source=GrowmarkCoBankTM SecurityAgreementJune2015#page2.tif source=GrowmarkCoBankTM SecurityAgreementJune2015#page3.tif source=GrowmarkCoBankTM SecurityAgreementJune2015#page4.tif source=GrowmarkCoBankTM SecurityAgreementJune2015#page5.tif source=GrowmarkCoBankTM SecurityAgreementJune2015#page6.tif source=GrowmarkCoBankTM SecurityAgreementJune2015#page7.tif source=GrowmarkCoBankTM SecurityAgreementJune2015#page8.tif source=GrowmarkCoBankTM SecurityAgreementJune2015#page9.tif source=GrowmarkCoBankTM SecurityAgreementJune2015#page10.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 12, 2015 (this "Agreement"), made by GROWMARK, INC., a Delaware corporation (the "Borrower"), GROWMARK FS, LLC, a Delaware limited liability company ("GFS"), and Seedway, LLC, a Delaware limited liability company ("Seedway"), and GROWMARK Energy, LLC, a Delaware limited liability company ("GE") and collectively with the Borrower, GFS, and Seedway, the "Assignors") in favor of COBANK, ACB (the "Assignee"), as collateral agent for each of the Secured Parties (as defined in the Security Agreement, the "Secured Parties").

WITNESSETH:

WHEREAS, each Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto opposite the name of such Assignor, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, each Assignor has entered into a Security Agreement, dated as of the date hereof (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Senior Secured Obligations (as defined in the Security Agreement, the "Obligations");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and the Assignee hereby agrees as follows:

(a) Each Assignor does hereby pledge and collaterally assign unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in its Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Obligations.

(b) Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement (after obtaining the applicable Assignor's approval) by amending

Annex I attached hereto to include reference to any right, title or interest of the Assignee in any additional Trademarks or to delete any reference to any Trademarks in which the applicable Assignor no longer has any right, title or interest.

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignors and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

GROWMARK, INC., as Assignor

By: Michael K Woods
Name: Michael K Woods
Title: Vice President

GROWMARK FS, LLC, as Assignor

By: Michael K Woods
Name: Michael K Woods
Title: Vice President

SEEDWAY, LLC, as Assignor

By: Michael K Woods
Name: Michael K Woods
Title: Vice President

GROWMARK Emery, LLC, as Assignor

By: Michael K Woods
Name: Michael K Woods
Title: Vice President

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

COBANK, ACB, as Assignee

By: 
Name: Zachary Carpenter
Title: Vice President

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005551 FRAME: 0414


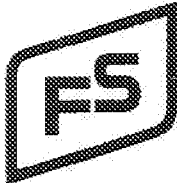


ANNEX I
to
Trademark Security Agreement


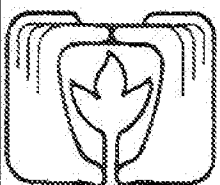
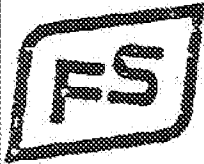
Trademarks and Trademark Applications


Item A. Trademarks

Owner	Jurisdiction	Mark	Appl. No. Appl. Date Reg. No. Reg. Date
GROWMARK, INC.	USPTO	BRINGING YOU WHAT'S NEXT. Cross References: BRINGING YOU WHAT IS NEXT BRINGING YOU WHAT'S NEXT	App 86144974 App 16-DEC-2013 Reg 4669793 Reg 17-FEB-2015
GROWMARK, INC.	USPTO	SHOPWORKS	App 85708040 App 20-AUG-2012 Reg 4602001 Reg 9-SEPT-2014
GROWMARK, INC.	USPTO	FS INVISION SEED CORN Cross References: FS IN VISION SEED CORN 	App 85529542 App 31-JAN-2012 Reg 4329179 Reg 30-APR-2013
GROWMARK, INC.	USPTO	FS HISOY SOYBEANS Cross References: FS HIGH SOY SOYBEANS 	App 85514339 App 11-JAN-2012 Reg 4277078 Reg 15-JAN-2013
GROWMARK, INC.	USPTO	CROPNATION Cross References: CROP NATION CROPNATION	App 85412164 App 31-AUG-2011 Reg 4317949 Reg 09-APR-2013
GROWMARK, INC.	USPTO	<i>Design Only</i> 	App 85412215 App 31-AUG-2011 Reg 4313919 Reg 02-APR-2013
GROWMARK, INC.	USPTO	FS INVISION FS InVision	App 85383267 App 28-JUL-2011 Reg 4265311 Reg 25-DEC-2012
GROWMARK, INC.	USPTO	GMK	App 85364439 App 06-JUL-2011 Reg 4129889


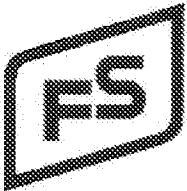
Owner	Jurisdiction	Mark	Appl. No. Appl. Date Reg. No. Reg. Date
			Reg 17-APR-2012
GROWMARK, INC.	USPTO	MAXIMIZING EVERY ACRE MAXIMIZING EVERY ACRE	App 85301206 App 21-APR-2011 Reg 4129780 Reg 17-APR-2012
GROWMARK, INC.	USPTO	lubri ARCHER	App 85085774 App 15-JUL-2010 Reg 4021520 Reg 06-SEP-2011
GROWMARK, INC.	USPTO	ARCHER 	App 85085824 App 15-JUL-2010 Reg 4021521 Reg 06-SEP-2011
GROWMARK, INC.	USPTO	FS GREEN PLAN SOLUTIONS FS GREEN PLAN SOLUTIONS	App 77086298 App 19-JAN-2007 Reg 3311241 Reg 16-OCT-2007
GROWMARK, INC.	USPTO	FS GREEN PLAN SOLUTIONS ON-FARM DISCOVERY Cross References: FS GREEN PLAN SOLUTIONS ON FARM DISCOVERY FS GREEN PLAN SOLUTIONS ON-FARM DISCOVERY	App 77085698 App 18-JAN-2007 Reg 3311228 Reg 16-OCT-2007
GROWMARK, INC.	USPTO	COUNTRY DEPOT COUNTRY DEPOT	App 78654304 App 20-JUN-2006 Reg 3148018 Reg 26-SEP-2006
GROWMARK, INC.	USPTO	EXACT EXACT	App 78507787 App 28-OCT-2004 Reg 3094298 Reg 16-MAY-2006
GROWMARK, INC.	USPTO	GROWMARK Cross References: GROW MARK	App 78183816 App 11-NOV-2002 Reg 2777998 Reg 26-OCT-2003

Owner	Jurisdiction	Mark	Appl. No. Appl. Date Reg. No. Reg. Date
GROWMARK, INC.	USPTO	GROWMARK Cross References: GROW MARK 	App 76183844 App 11-NOV-2002 Reg 2781982 Reg 11-NOV-2003
GROWMARK, INC.	USPTO	COMFORT PRO	App 78149757 App 01-AUG-2002 Reg 2740483 Reg 22-JUL-2003
GROWMARK, INC.	USPTO	LOCALLY OWNED, GLOBALLY STRONG	App 76361472 App 20-DEC-2001 Reg 2656328 Reg 03-DEC-2002
GROWMARK, INC.	USPTO	FS 	App 76166889 App 17-NOV-2000 Reg 2661646 Reg 17-DEC-2002
GROWMARK, INC.	USPTO	FS AGRI-FINANCE	App 75819321 App 12-OCT-1999 Reg 2371319 Reg 25-JUL-2000
GROWMARK, INC.	USPTO	FAST STOP	App 75616554 App 07-JAN-1999 Reg 2390967 Reg 03-OCT-2000
GROWMARK, INC.	USPTO	FUEL 24	App 75608385 App 21-DEC-1998 Reg 2580586 Reg 18-JUN-2002
GROWMARK, INC.	USPTO	EXACT HYBRID EVALUATION 	App 75467773 App 14-APR-1998 Reg 2287390 Reg 19-OCT-1999
GROWMARK, INC.	USPTO	IMS 2000 	App 73804500 App 05-JUN-1989 Reg 1642619 Reg 30-APR-1991
GROWMARK, INC.	USPTO	CCS	App 73661063 App 15-MAY-1987 Reg 1473661 Reg 19-JAN-1988

Owner	Jurisdiction	Mark	Appl. No. Appl. Date Reg. No. Reg. Date
			
GROWMARK, INC.	USPTO	FS AGRI-FINANCE FS Agri-Finance	App 73341638 App 14-DEC-1981 Reg 1213469 Reg 19-OCT-1982
GROWMARK, INC.	USPTO	FS GREEN PLAN	App 73209818 App 02-APR-1979 Reg 1153485 Reg 05-MAY-1981
GROWMARK, INC.	USPTO	<i>Design Only</i> 	App 73172611 App 01-JUN-1978 Reg 1132808 Reg 08-APR-1980
GROWMARK, INC.	USPTO	FS 	App 72258371 App 10-NOV-1966 Reg 0854856 Reg 13-AUG-1968
GROWMARK, INC.	State IOWA	STAR ENERGY	Reg 440297 Reg 23-JUL-2012
GROWMARK, INC.	State SOUTH DAKOTA	STAR ENERGY	Reg 06-JUL-2012
GROWMARK, INC. Renewed: 24-AUG-2005	State WISCONSIN	FS	Reg 27-OCT-1966
GROWMARK, INC.	USPTO	ARCHER ARCHER	App 85085774 App 15-JUL-2010 Reg 4021520 Reg 06-SEP-2011
SEEDWAY, LLC	USPTO	SEED YOU CAN COUNT ON SEED YOU CAN COUNT ON	App 77107172 App 14-FEB-2007 Reg 3323332 Reg 30-OCT-2007

Owner	Jurisdiction	Mark	Appl. No. Appl. Date Reg. No. Reg. Date
SEEDWAY, LLC	USPTO	OLDS SEED 	App 77107174 App 14-FEB-2007 Reg 3323333 Reg 30-OCT-2007
SEEDWAY, LLC	USPTO	OLDS	App 74199001 App 28-AUG-1991 Reg 1743427 Reg 29-DEC-1992

Pending Trademark Applications

Owner	Jurisdiction	Mark	Appl. No. Appl. Date
GROWMARK, INC.	USPTO	N-WATCH Cross References: N WATCH N-WATCH	App 86526627 App 06-FEB-2015
GROWMARK, INC.	USPTO	N WATCH 	App 86526658 App 06-FEB-2015
GROWMARK, INC.	USPTO	FS FS	App 86219097 App 12-MAR-2014
GROWMARK, INC.	USPTO	FS 	App 86219121 App 12-MAR-2014
GROWMARK, INC.	USPTO	FS DAIRYSELECT Cross References: FS FAIRY SELECT FS DAIRYSELECT	App 86054563 App 03-SEP-2013
GROWMARK, INC.	USPTO	GROWMARK Cross References: GROW MARK GROWMARK	App 85891536 App 01-APR-2013
GROWMARK, INC.	USPTO	BAILOUT	App 85580026 App 26-MAR-2012

Owner	Jurisdiction	Mark	Appl. No. Appl. Date
		BAILOUT	

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

- Borrower has granted licenses to use its intellectual property to its member cooperatives in connection with their membership.
- Borrower has granted license to use fuel-related trademarks to independent dealers in connection with branded dealer fuel sales agreements.
- Borrower has granted limited rights to service providers and other contractual counterparties to use its trademarks in the performance of services and other matters.