

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363526

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interra International, LLC		11/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as Agent		
<b>Street Address:</b>	4720 Piedmont Row Drive, Suite 300		
<b>Internal Address:</b>	One Piedmont Town Center		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28210		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2942307	INTERRA	
<b>Registration Number:</b>	3948967	RIVEREDGE FARMS	
<b>Registration Number:</b>	3948966	RIVEREDGE FARMS	
<b>Serial Number:</b>	86235145	RIVEREDGE FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	031558.280		
<b>NAME OF SUBMITTER:</b>	Ellen A. Rubel		
<b>SIGNATURE:</b>	/ellenarubel/		
<b>DATE SIGNED:</b>	11/24/2015		

OP \$115.00 2942307

**Total Attachments: 4**

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

**United States Patent and Trademark Office**

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Revolving Credit and Security Agreement dated as of November 2, 2015 (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement") by and among the undersigned (the "Grantor"), the other entities party thereto as borrowers (together with the Grantor, the "Borrowers"), and PNC Bank, National Association, as Agent (the "Agent") for the lenders referenced therein (the "Lenders"), the undersigned has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
	See <u>Schedule A</u> attached hereto.	

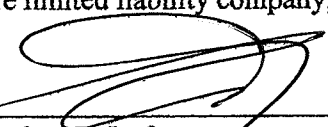
TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
	See <u>Schedule A</u> attached hereto.	

The Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as a sale or assignment of any trademark or trademark application.

Very truly yours,

INTERRA INTERNATIONAL, LLC,  
a Delaware limited liability company, as Grantor

By:   
Name: Stephen T. Isaf  
Title: President, Chief Executive Officer  
and Secretary

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: Allison Rivera  
Title: Vice President

The Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as a sale or assignment of any trademark or trademark application.

Very truly yours,

INTERRA INTERNATIONAL, LLC,  
a Delaware limited liability company, as Grantor

By: \_\_\_\_\_  
Name: Stephen T. Isaf  
Title: President, Chief Executive Officer  
and Secretary

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: D. Allison Rivera  
Name: Allison Rivera  
Title: Vice President

**Schedule A**

**Interra International, LLC  
(Delaware Limited Liability Company)**

**U.S. Trademark**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
INTERRA	2942307	4/19/05
RIVEREDGE FARMS	3948967	04/19/11
RIVEREDGE FARMS WITH DESIGN	3948966	04/19/11

**Pending Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
RIVEREDGE FARMS	86235145	3/28/14