

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366721

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Westfeeds, LLC		11/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keybank National Association		
<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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1232950	WESTFEEDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032238096		
<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>	3032231296		
<b>Email:</b>	khigginbotham@bhfs.com		
<b>Correspondent Name:</b>	Kacey L. Higginbotham		
<b>Address Line 1:</b>	410 Seventeenth Street, Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	006433.0322		
<b>NAME OF SUBMITTER:</b>	Kacey L. Higginbotham		
<b>SIGNATURE:</b>	/kaceylhigginbotham/		
<b>DATE SIGNED:</b>	12/21/2015		
<b>Total Attachments: 8</b>			
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**GRANT OF SECURITY INTEREST IN  
UNITED STATES PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of November 25, 2015, is made between (i) WESTFEEDS, LLC, a Delaware limited liability company ("Westfeeds"), NORTHERN AGRI BRANDS, LLC, a Delaware limited liability company ("Agri Brands"), NORTHERN SEED INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Intermediate Holdings", and together with Westfeeds and Agri Brands the "Borrowers" and individually, each a "Borrower"), NORTHERN SEED, LLC, a Montana limited liability company ("Northern Seed"), NORTHERN SEED SERVICE, INC., a Montana corporation ("Seed Service", and together with Northern Seed the "Guarantors" and individually, each a "Guarantor"), and NORTHERN AGRI HOLDINGS, LLC, a Delaware limited liability company ("Parent", and together with the Borrowers and the Guarantors the "Grantors" and individually, each an "Grantor"), and (ii) KEYBANK NATIONAL ASSOCIATION, a national banking association, as Lender (the "Lender").

WHEREAS, the Borrowers, Parent and Lender 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 Lender agreed to provide financing to the Borrowers; and

WHEREAS, pursuant to the Credit Agreement, each Grantor has granted to Lender, for the benefit of the Lender, a security interest in all of such Grantor's present and future assets, including the intellectual property identified below. To secure the full and complete payment of the Obligations and to supplement such security interest in such intellectual property pursuant to the Credit Agreement, each Grantor is 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 Grantor hereby grants to the Lender, a security interest in all of such Grantor'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 Grantor 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 license (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) and 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, applications and registrations 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 Grantor 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 Grantor 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 Lender 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 Grantor 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 Grantor 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 Grantor shall give prompt notice in writing to the Lender with respect to any such new trademarks, patents or copyrights or renewal or extension of any trademark registration. Without limiting any Grantor's obligation under this Section 4, each Grantor authorizes the Lender to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure so to amend Schedules A or B shall in any way affect, invalidate or

detract from the Lender'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 Lender, each Grantor 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 Lender 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 Grantor's compliance with this Agreement or to enable the Lender 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 Lender 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 Grantors.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantors, the Lender 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 Lender and the Grantors 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

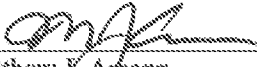
Credit Agreement, the provision contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

*[Signature page follows]*

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

**GRANTORS:**

**WESTFEEDS, LLC**

By:   
Name: Matthew J. Amann  
Title: Vice President


**NORTHERN AGRI BRANDS, LLC**

By:   
Name: Matthew J. Amann  
Title: Vice President

**NORTHERN SEED INTERMEDIATE HOLDINGS, LLC**

By:   
Name: Matthew J. Amann  
Title: Vice President

**NORTHERN AGRI HOLDINGS, LLC**

By:   
Name: Matthew J. Amann  
Title: Vice President

**NORTHERN SEED, LLC**

By:   
Name: Matthew J. Amann  
Title: Vice President

**NORTHERN SEED SERVICE, INC.**

By:   
Name: Matthew J. Amann  
Title: Vice President

[Signature Page to Patent and Trademark Security Agreement]

**LENDER:**

**KEYBANK NATIONAL ASSOCIATION**

By: 

Name: Christopher Picardi

Title: Vice President

Address:

1675 Broadway, Suite 300

Denver, CO 80202

Attn: Christopher Picardi

[Signature Page to Patent and Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005694 FRAME: 0387**



SCHEDULE A

Issued U.S. Patents of the Grantors

No.	Registration/Application No.:	Registration/ Application Date:	Brief Description of Patent (Title):	Inventor/Assigned to Owner:
1.	US Patent No. 7,307,202	12/11/2007; 09/27/2005	TRITICALE CULTIVAR 97TV38011	Northern Agri Brands, LLC
2.	US Patent No. 5,969,219	10/19/1999; 12/3/1996	AWN-INHIBITOR GENES OF TRITICALE AND THEIR USE	Northern Agri Brands, LLC
3.	CAN Patent No. 2,223,351	2/28/2012; 12/3/1997	AWN-INHIBITOR GENES OF TRITICALE AND THEIR USE	Northern Agri Brands, LLC

Pending U.S. Patent Applications of the Grantors

None.

SCHEDULE B

U.S. Trademarks of the Grantors

Mark	Serial Number	Filing Date	Registrant/Applicant (Current Owner)
WESTFEEDS	1232950	03/29/1983	Westfeeds, LLC

Foreign Trademarks of the Grantors

None.

Pending U.S. Trademark Applications of the Grantors

None.