

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389922

<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>
Gowan Company, L.L.C.		03/31/2016	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	100 EAST WASHINGTON STREET, 22ND FLOOR		
<b>Internal Address:</b>	GLOBAL COMMERCIAL BANKING-ARIZONA, MAIL CODE AZ 1-200-22-32		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004-2428		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0881964	BALAN	
<b>Registration Number:</b>	3124744	SHOWCASE	
<b>Registration Number:</b>	1035165	SONALAN	
<b>Registration Number:</b>	3970531	TEAM	
<b>Registration Number:</b>	1347150	TR-10	
<b>Registration Number:</b>	0739236	TREFLAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6025752802		
<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>	602-440-4805		
<b>Email:</b>	trademark@rcalaw.com		
<b>Correspondent Name:</b>	James D. O'Neil		
<b>Address Line 1:</b>	One North Central Avenue		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	12033-5215		
<b>NAME OF SUBMITTER:</b>	James D. O'Neil		

CH \$165.00 0881964

<b>SIGNATURE:</b>	/James D. O'Neil/
<b>DATE SIGNED:</b>	06/30/2016
<b>Total Attachments: 3</b> source=Gowan Trdmk Asgn#page1.tif source=Gowan Trdmk Asgn#page2.tif source=Gowan Trdmk Asgn#page3.tif	

**COLLATERAL ASSIGNMENT OF MARKS**  
*(Security Agreement – USPTO)*

*WHEREAS*, GOWAN COMPANY, L.L.C., an Arizona limited liability company with an address and principal place of business at 370 Main Street, Yuma, Arizona, United States of America 85364 (“Assignor”), has accepted, used and is using in its business and as the assignee of Dow Agrosciences LLC, a Delaware limited liability company, is now the sole and recorded owner of the following trademarks (the “Marks”) as registered with the United States Patent and Trademark Office:

- |                        |                   |
|------------------------|-------------------|
| 1. Mark:               | BALAN             |
| Serial No.:            | 72324335          |
| Filing Date:           | April 14, 1969    |
| U.S. Registration No.: | 0881964           |
| Registration Date:     | December 9, 1969  |
| 2. Mark:               | SHOWCASE          |
| Serial No.:            | 78520232          |
| Filing Date:           | November 19, 2004 |
| U.S. Registration No.: | 3124744           |
| Registration Date:     | August 1, 2006    |
| 3. Mark:               | SONALAN           |
| Serial No.:            | 73053412          |
| Filing Date:           | May 27, 1975      |
| U.S. Registration No.: | 1035165           |
| Registration Date:     | March 9, 1976     |
| 4. Mark:               | TEAM              |
| Serial No.:            | 85149299          |
| Filing Date:           | October 11, 2010  |
| U.S. Registration No.: | 3970531           |
| Registration Date:     | May 31, 2011      |
| 5. Mark:               | TR-10             |
| Serial No.:            | 73480299          |
| Filing Date:           | May 14, 1984      |
| U.S. Registration No.: | 1347150           |
| Registration Date:     | July 9, 1985      |
| 6. Mark:               | TREFLAN           |
| Serial No.:            | 72135279          |
| Filing Date:           | January 5, 1962   |
| U.S. Registration No.: | 0739236           |
| Registration Date:     | October 16, 1962  |

*AND WHEREAS*, Assignor and BANK OF AMERICA, N.A., a national banking association with an address at Global Commercial Banking--Arizona, Mail Code AZ 1-200-22-32, 100 East Washington Street, 22<sup>nd</sup> Floor, Phoenix, Arizona 85004-2428, United

States of America ("Bank of America"), in its capacity as Collateral Agent for Bank of America, CitiBank, N.A., a national banking association ("CitiBank"), and any of their affiliates which are Creditors at any time (in such agency capacity "Assignee"), are parties to an Intercreditor and Collateral Agency Agreement dated as of December 28, 2015 (as amended, supplemented and/or restated at any relevant time the "Intercreditor Agreement");

**AND WHEREAS**, as used at any place in this Collateral Assignment the term(s) (a) "Security Agreement" means the Amended and Restated Security Agreement dated as of December 28, 2015, between Assignor and certain of its affiliates as grantors and debtors and Assignee as secured creditor, as amended, supplemented and/or restated at any relevant time, (b) "Secured Obligations" has the meaning provided by the Security Agreement, and (c) "Additional Secured Debt," "Bank Documents," "Bank Obligations," "Bank of America Revolver," "CitiBank US Facility," "Creditors," "EU Guaranty," "Loan Parties," "Mexican/Canyon Group Credits" and "Swap Obligations" have the meanings provided by the Intercreditor Agreement;


**NOW, THEREFORE,**

1. **Grant of Security Interest:** For valuable consideration, and to secure all present and future Secured Obligations, including without limitation the Bank of America Revolver, CitiBank US Facility, EU Guaranty, Mexican/Canyon Group Credits, Swap Obligations owed to Bank of America or CitiBank or any of their affiliates, any guaranties by Assignor of any of the foregoing, and any other Additional Secured Debt and/or Bank Obligations, Assignor hereby collaterally assigns and transfers to Assignee and grants to Assignee a security interest in all of Assignor's present and future right, title and interest in and to the Marks, with the goodwill of the businesses symbolized by the Marks and the above registrations thereof, and all renewals and extensions of any of the foregoing and all proceeds thereof, and Assignor irrevocably authorizes and requests the Commissioner of Patents and Trademarks to honor requests and directions from Assignee with respect to the Marks as fully as could be done by Assignor absent this Collateral Assignment.

2. **Expiration:** At such time as no commitment by any of Creditors to advance funds to any of the Loan Parties or otherwise fund or create any new or increase any Secured Obligations [contingent or otherwise] remains under any of the Bank Documents then in effect, and no direct or contingent Secured Obligation remains unpaid or otherwise unsatisfied in whole or in part, then this Collateral Assignment will expire and be of no further force nor effect.

3. **Relation of Documents:** The obligations of Assignor and rights of Assignee under this Collateral Assignment and the Security Agreement and Intercreditor Agreement are cumulative; *provided that*, any conflicts between the Security Agreement and/or Intercreditor Agreement, on one hand, and this Collateral Assignment, on the other hand, will be governed by the former.

GOWAN COMPANY, L.L.C.

By   
Juli Jessen, President

STATE OF ARIZONA )  
 ) ss.  
County of Yuma )

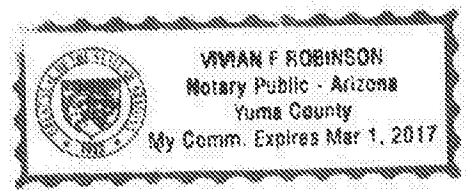
The foregoing instrument was acknowledged before me on March 31<sup>st</sup>, 2016, by Juli Jessen, the President of GOWAN COMPANY, L.L.C, an Arizona limited liability company, on behalf of the company.

My Commission Expires:  
March 1, 2017

*Vivian F. Robinson*

Notary Public

*Vivian F. Robinson*



*Description:*

*Title: Collateral Assignment of Marks*

*Doc. date: May 31<sup>st</sup>, 2016*

*# pages: 2*

*Signers other than above: None*