

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM400175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Agriculture Distribution, Inc.		09/20/2016	Corporation: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Pinnacle Agriculture Enterprises, LLC		
Street Address:	4850 Hahns Peak Drive		
Internal Address:	Suite 200		
City:	Loveland		
State/Country:	COLORADO		
Postal Code:	80538		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4761389	AGONE APPLICATION SERVICES	
Registration Number:	4223080	BEFORE SEED BEYOND HARVEST	
Registration Number:	4761427	BEFORE SEED · BEYOND HARVEST AG1ONE APPL	
Registration Number:	4993960	BEFORE SEED BEYOND HARVEST PERFORMANCE A	
Registration Number:	4993959	BEFORE SEED BEYOND HARVEST PERFORMANCE A	
Registration Number:	4798979	BEFORE SEED BEYOND HARVEST PERFORMANCE A	
Registration Number:	4923196	BEFORE SEED BEYOND HARVEST PROVIDENCE AG	
Registration Number:	4804772	EVERFARM	
Registration Number:	3551378	EYENEEININFO	
Registration Number:	4520057	FARMLINE	
Registration Number:	4256645	FARMLINE FINANCING RESOURCE FOR GROWERS	
Registration Number:	4316527	FIELD MAKER	
Registration Number:	4308913	FORE RUNNER	
Registration Number:	3501188	HARVEY'S AGRICULTURAL SOLUTIONS	
Registration Number:	4194033	HARVEY'S AGRICULTURAL SOLUTIONS	
Registration Number:	4498600		
Registration Number:	4584917	NH3 SERVICE CO. ROOT ZONE FERTILIZERS	
TRADEMARK			

CH \$640.00 4761389

Property Type	Number	Word Mark
Registration Number:	4584919	NH3 SERVICE CO. ROOT ZONE FERTILIZERS SA
Registration Number:	3624387	OPTIGRO
Registration Number:	4923197	PROVIDENCE AGRICULTURE
Registration Number:	4397123	ROOT ZONE
Registration Number:	4223095	SANDERS
Registration Number:	4223096	
Registration Number:	4260080	SURE SHOT
Registration Number:	4498601	WILDWOOD GENETICS

CORRESPONDENCE DATA

Fax Number:

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.

Email: kepark@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Kevin E. Park

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 20388-005

NAME OF SUBMITTER: Kevin Park

SIGNATURE: /Kevin Park/

DATE SIGNED: 09/29/2016

Total Attachments: 5

source=2 - Intellectual Property Security Agr.1.5 Lien (Pinnacle Agriculture Distribution Inc.) (Executed Version)#page1.tif

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Intellectual Property Security Agreement (1.5 Lien)

TRADEMARK SECURITY AGREEMENT dated as of September 20, 2016 (this “Agreement”), made by Pinnacle Agriculture Distribution, Inc., a Mississippi corporation (the “Pledgor”), in favor of Pinnacle Agriculture Enterprises, LLC, as Initial Lender (the “Initial Lender”).

Reference is made to the Collateral Agreement (1.5 Lien) dated as of September 20, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Pinnacle Operating Corporation (the “Borrower”), each subsidiary of the Borrower identified therein and Initial Lender. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Holder, its successors and permitted assigns, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in, which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

(i) (a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, and all renewals thereof, including those listed on Schedule I and (b) all goodwill associated therewith or symbolized thereby;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any applications for any trademarks that have been filed with the United States Patent and Trademark Office on the basis of an “intent-to-use” with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the United States Patent and Trademark Office.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Holder herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Holder pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Holder with respect to the IP Collateral are more fully

set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Holder shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as such Pledgor may request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Holder shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.

[Signature Pages Follow]

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

GRANTOR:

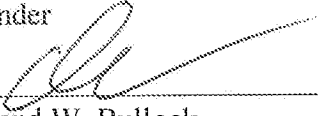
**PINNACLE AGRICULTURE DISTRIBUTION,
INC.**

By: _____



Name: David W. Bullock
Title: Executive Vice President, Chief
Financial Officer and Assistant Treasurer

PINNACLE AGRICULTURE ENTERPRISES, LLC, as
Initial Lender

By:  _____

Title: David W. Bullock

Name: Executive Vice President, Chief Financial
Officer and Assistant Treasurer

[Signature Page to Trademark Security Agreement (1.5 Lien)]

TRADEMARK
REEL: 005886 FRAME: 0840

Schedule I
to Intellectual Property Security Agreement (1.5 Lien)

Trademarks Owned by Pinnacle Agriculture Distribution, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AgOne Application Services	4,761,389	6/23/2015
Before Seed Beyond Harvest	4,223,080	10/9/2012
Before Seed Beyond Harvest AgOne Application Services Logo	4,761,427	6/23/2015
Before Seed Beyond Harvest Performance Agriculture (w/ enclosed Logo)	4,993,960	7/5/2016
Before Seed Beyond Harvest Performance Agriculture (w/ open Logo)	4,993,959	7/5/2016
Before Seed Beyond Harvest Performance Agriculture (w/open Logo)	4,798,979	8/25/2015
Before Seed Beyond Harvest Providence Agriculture (w/logo)	4,923,196	3/22/2016
EverFarm	4,804,772 ¹	9/1/2015
EyeNeedInfo	3,551,378	12/23/2008
Farmline	4,520,057	4/29/2014
Farmline Financing Resource for Growers	4,256,645	12/11/2012
Field Maker	4,316,527	4/9/2013
Fore Runner	4,308,913	3/26/2013
Harvey's Agricultural Solutions	3,501,188	9/16/2008
Harvey's Agricultural Solutions (w/Logo)	4,194,033	8/21/2012
Leaf Logo (Wildwood)	4,498,600	3/18/2014
NH3 Service Co. Root Zone Fertilizers	4,584,917	8/12/2014
NH3 Service Co. Root Zone Fertilizers Salinas Greenfield Hollister (w/Logo)	4,584,919	8/12/2014
OptiGro	3,624,387	5/19/2009
Providence Agriculture	4,923,197	3/22/2016
Root Zone	4,397,123	9/3/2013
SANDERS (with Sun & Fields Logo)	4,223,095	10/9/2012
Sun & Fields Logo	4,223,096	10/9/2012
Sure Shot	4,260,080	12/18/2012
WildWood Genetics	4,498,601	3/18/2014

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>

None.

¹ Will be re-assigned from "NH3 Service Company" to "Pinnacle Agriculture Distribution, Inc."