

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400177

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innvictis Crop Care, LLC		09/20/2016	Limited Liability Company: DELAWARE

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: 80

Property Type	Number	Word Mark
Registration Number:	4988749	CROSSOVER
Registration Number:	4834576	NIRVANA
Registration Number:	4988751	OVERRULE
Registration Number:	4988750	RAVAGE
Registration Number:	4988748	VOLTAGE ENDURX
Serial Number:	87168956	ALLEVIA
Serial Number:	86452546	ALTITUDE CROP INNOVATIONS
Serial Number:	87168749	ANOVA
Serial Number:	87128100	ARRIVE
Serial Number:	86837128	AVENGER S3
Serial Number:	87168953	BINDER
Serial Number:	87168753	BLANCO
Serial Number:	87168756	BRIDGER
Serial Number:	87168760	CALDERA
Serial Number:	87172174	CATERRA GENETICS
Serial Number:	87168762	CIVIC
Serial Number:	87168959	CIVILITY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87128103	CREVACE
Serial Number:	87087934	CUT THROAT
Serial Number:	87168960	DERIVE
Serial Number:	87005075	DEVOUR
Serial Number:	86837144	DEVOUR
Serial Number:	87168768	DIVERSE K
Serial Number:	87170136	DIVULGE
Serial Number:	87087932	ELIMINATE
Serial Number:	87168975	ENVELOP
Serial Number:	87168981	GALVAN
Serial Number:	87087939	GOLD RUSH
Serial Number:	87087942	GRAVITAS
Serial Number:	87128105	HAVOC
Serial Number:	87168773	IMMERSE
Serial Number:	87169111	INVICTIS CROP CARE, LLC
Serial Number:	87168775	IVC 5150
Serial Number:	87128107	LIVID
Serial Number:	87081272	MOUNTAINEER
Serial Number:	87168978	MULTITUDE
Serial Number:	87142568	NAVIGATOR
Serial Number:	87128110	NOVUS
Serial Number:	87168727	N-VEIL
Serial Number:	87087943	PECOS
Serial Number:	87128109	PETRA
Serial Number:	87142566	PITON
Serial Number:	87087947	PROMINENCE
Serial Number:	87168963	QUARRY
Serial Number:	87142556	QUIVER
Serial Number:	87142554	RAPPEL
Serial Number:	87142553	RENDEZVOUS
Serial Number:	87168979	REVAMP
Serial Number:	86837145	REVEAL
Serial Number:	86837139	REVEAL ENDURX
Serial Number:	87087948	REVIZE
Serial Number:	87081274	SIMANTA
Serial Number:	87168743	STRIVE
Serial Number:	87142550	TENSION
Serial Number:	86837150	THRIVE

Property Type	Number	Word Mark
Serial Number:	87142549	TRAIL HEAD
Serial Number:	87081276	TREVO
Serial Number:	87142547	TRIVANT
Serial Number:	87142546	VACATE
Serial Number:	87168954	V-AGRI
Serial Number:	87168732	VAIL
Serial Number:	87081275	VAMOS
Serial Number:	87081278	VANDAL
Serial Number:	86814751	VARSIITY
Serial Number:	87169315	V-DRIFT
Serial Number:	87081280	VELOMAX
Serial Number:	87168966	VELOUR
Serial Number:	87168967	VENTURI
Serial Number:	87081281	VERIFACT
Serial Number:	87170872	VERIFY
Serial Number:	87168971	VERIMAX
Serial Number:	87168973	VERITAS
Serial Number:	87168974	VESPER
Serial Number:	87142544	VIBE
Serial Number:	87142543	VIGIL
Serial Number:	87168951	VIRIDIS
Serial Number:	87128111	VIRTUE
Serial Number:	87081273	VISOR
Serial Number:	87172360	VIXEN
Serial Number:	87168776	VOYAGER

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: 6

source=4 - Intellectual Property Security Agreement 1.5 Lien (Innvictis Crop Care LLC) (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 Innvictis Crop Care, LLC, a Delaware limited liability company (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:

INVICTIS CROP CARE, LLC

By: _____



Name: David W. Bullock

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

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

**TRADEMARK
REEL: 005886 FRAME: 0946**

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: 0947

Schedule I
to Intellectual Property Security Agreement (1.5 Lien)

Trademarks Owned by Innvictis Crop Care, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Crossover	4,988,749	6/28/2016
Nirvana	4,834,576	10/20/2015
Overrule	4,988,751	6/28/2016
Ravage	4,988,750	6/28/2016
Voltage Endurx	4,988,748	6/28/2016

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Allevia	87/168,956	9/13/2016
Altitude Crop Innovations	86/452,546	11/12/2014
Anova	87/168,749	9/12/2016
Arrive	87/128,100	8/4/2016
Avenger S3	86/837,128	12/2/2015
Binder	87/168,953	9/13/2016
Blanco	87/168,753	9/12/2016
Bridger	87/168,756	9/12/2016
Caldera	87/168,760	9/12/2016
Caterra Genetics	87/172,174	9/15/2016
Civic	87/168,762	9/12/2016
Civility	87/168,959	9/13/2016
Crevace	87/128,103	8/4/2016
Cut Throat	87/087,934	6/29/2016
Derive	87/168,960	9/13/2016
Devour	87/005,075	4/18/2016
Devour	86/837,144	12/2/2015
Diverse K	87/168,768	9/12/2016
Divulge	87/170,136	9/13/2016
Eliminate	87/087,932	6/29/2016
Envelop	87/168,975	9/13/2016
Galvan	87/168,981	9/13/2016
Gold Rush	87/087,939	6/29/2016
Gravitas	87/087,942	6/29/2016
Havoc	87/128,105	8/4/2016
Immerse	87/168,773	9/12/2016
INNVICTIS CROP CARE, LLC	87/169,111	9/13/2016
IVC 5150	87/168,775	9/12/2016
Livid	87/128,107	8/4/2016
Mountaineer	87/081,272	6/23/2016
Multitude	87/168,978	9/13/2016
Navigator	87/142,568	8/18/2016
Novus	87/128,110	8/4/2016
N-Veil	87/168,727	9/12/2016
Pecos	87/087,943	6/29/2016
Petra	87/128,109	8/4/2016
Piton	87/142,566	8/18/2016
Prominence	87/087,947	6/29/2016
Quarry	87/168,963	9/13/2016

Quiver	87/142,556	8/18/2016
Rappel	87/142,554	8/18/2016
Rendezvous	87/142,553	8/18/2016
Revamp	87/168,979	9/13/2016
Reveal	86/837,145	12/2/2015
Reveal Endurx	86/837,139	12/2/2015
Revize	87/087,948	6/23/2016
Simanta	87/081,274	6/23/2016
Strive	87/168,743	9/12/2016
Tension	87/142,550	8/18/2016
Thrive	86/837,150	12/2/2015
Trail Head	87/142,549	8/18/2016
Trevo	87/081,276	6/23/2016
Trivant	87/142,547	8/18/2016
Vacate	87/142,546	8/18/2016
V-Agri	87/168,954	9/13/2016
Vail	87/168,732	9/12/2016
Vamos	87/081,275	6/23/2016
Vandal	87/081,278	6/23/2016
Varsity	86/814,751	11/10/2015
V-Drift	87/169,315	9/13/2016
Velomax	87/081,280	6/23/2016
Velour	87/168,966	9/13/2016
Venturi	87/168,967	9/13/2016
Verifact	87/081,281	6/23/2016
Verify	87/170,872	9/13/2016
Verimax	87/168,971	9/13/2016
Veritas	87/168,973	9/13/2016
Vesper	87/168,974	9/13/2016
Vibe	87/142,544	8/18/2016
Vigil	87/142,543	8/18/2016
Viridis	87/168,951	9/13/2016
Virtue	87/128,111	8/4/2016
Visor	87/081,273	6/23/2016
Vixen	87/172,360	9/15/2016
Voyager	87/168,776	9/12/2016