

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404039

<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>
Baicor, LC		10/28/2016	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent for the Lenders		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2416978	IRON COMBO-CHELATE	
<b>Registration Number:</b>	3210999	PHYTO-PLUS	
<b>Registration Number:</b>	3158545	GOLDEN GRAIN	
<b>Registration Number:</b>	3162461	GENES BOOSTER	
<b>Registration Number:</b>	3196294	FOLIAR FRIEND	
<b>Registration Number:</b>	3162446	BAICOR	
<b>Registration Number:</b>	3146595	PRO-BLOOM	
<b>Registration Number:</b>	2573506	WHEATRIX	
<b>Registration Number:</b>	2578310	PHYTO-PLUS NUTRA-GREEN 5-10-5	
<b>Registration Number:</b>	2594239	MICRO-FEAST	
<b>Registration Number:</b>	2415233	GENE'S GREEN	
<b>Registration Number:</b>	2508495	NUTRA-GEL	
<b>Registration Number:</b>	2413636	IRON TREE TREATS	
<b>Registration Number:</b>	2201041		
<b>Registration Number:</b>	4315048	MANGANESE SHOTGUN	
<b>Registration Number:</b>	3214299	SUGAR BOOSTER	
<b>Registration Number:</b>	3292458	ZINC SHOTGUN	
<b>Registration Number:</b>	3352060	SOIL STIMULATOR	
<b>Registration Number:</b>	4580168	IRONTECH	
<b>TRADEMARK</b>			

OP \$640.00 2416978

Property Type	Number	Word Mark
Registration Number:	4579884	TURFTECH
Registration Number:	4369624	GOLD STAR
Registration Number:	3211000	MANGANESE COMBO
Registration Number:	3162463	NBE
Registration Number:	3162447	UPTAKE
Registration Number:	3291622	CALPHOS

**CORRESPONDENCE DATA**

Fax Number: 6123408827  
*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.*  
Phone: 612.492.6819  
Email: ip.docket@dorsey.com  
Correspondent Name: Evan P. Everist  
Address Line 1: Dorsey & Whitney LLP  
Address Line 2: 50 South Sixth Street, Suite 1500  
Address Line 4: Minneapolis, MINNESOTA 55402-1498

<b>NAME OF SUBMITTER:</b>	Evan P. Everist
<b>SIGNATURE:</b>	/Evan P. Everist/
<b>DATE SIGNED:</b>	11/01/2016

**Total Attachments: 6**  
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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, Baicor, LC, a Utah limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Brandt Consolidated, Inc., a Delaware corporation (“**Borrower**”), has entered into that certain Amended and Restated Credit Agreement dated as of October 28, 2016 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), U.S. Bank National Association, as Administrative Agent for the Lenders (in such capacity, “**Administrative Agent**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

**WHEREAS**, any Loan Party may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements with Cash Management Banks and one or more Secured Hedge Agreements with one or more Hedge Banks in accordance with the terms of the Credit Agreement (as each such term is defined in the Credit Agreement); and

**WHEREAS**, Grantor has executed and delivered that certain Third Amended and Restated Guaranty dated as of October 28, 2016 (said Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Administrative Agent for the benefit of Lenders and any other Secured Parties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Secured Cash Management Agreements and the Secured Hedge Agreements, including, without limitation, the obligation of Borrower to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Third Amended and Restated Security Agreement dated as of October 28, 2016 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether

now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

ii) Notwithstanding the immediately preceding Section 1, this Grant of Trademark Security Interest will not relate to or affect Grantor’s trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

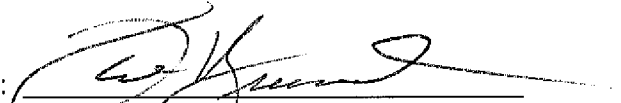
iii) Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BAICOR, LC

By:



Name: Joe Brummel


Title: Manager

Grant of Trademark Security Interest (Baicor, LC)

**TRADEMARK**  
**REEL: 005912 FRAME: 0374**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Trademark</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Goods and Services</b>	<b>Owner</b>
IRON COMBO-CHELATE	RENEWED (REGISTERED) Section 2(F)	75685358	12-MAY-1999	2416978	02-JAN-2001	(INT. CL. 1) FERTILIZERS FOR AGRICULTURAL USE AND DOMESTIC USE	BAICOR, LC UTAH LIMITED LIABILITY CO. 1895 NORTH 600 WEST LOGAN, UTAH 84321
PHYTO-PLUS	RENEWED (REGISTERED)	78848203	28-MAR-2006	3210999	20-FEB-2007	(INT. CL. 1) FERTILIZERS	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725
GOLDEN GRAIN	RENEWED (REGISTERED)	78762785	29-NOV-2005	3158545	17-OCT-2006	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725
GENES BOOSTER	RENEWED (REGISTERED)	78762716	29-NOV-2005	3162461	24-OCT-2006	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725
FOLIAR FRIEND	RENEWED (REGISTERED)	78761761	28-NOV-2005	3196294	09-JAN-2007	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725
BAICOR	RENEWED (REGISTERED)	78761754	28-NOV-2005	3162446	24-OCT-2006	(INT. CL. 1) FERTILIZERS	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725
PRO-BLOOM	RENEWED (REGISTERED)	78501433	18-OCT-2004	3146595	19-SEP-2006	(INT. CL. 1) ORGANIC AND AMINO ACID BASED FERTILIZER FOR FOLIAR AND SOIL BASED APPLICATIONS FOR AGRICULTURAL AND DOMESTIC USE	BAICOR L.C. UTAH LIMITED LIABILITY CO. 1895 NORTH 600 WEST LOGAN, UTAH 84321

WHEATRIX	RENEWED (REGISTERED)	76280883	02-JUL-2001	2573506	28- MAY- 2002	(INT. CL. 1) FERTILIZERS FOR AGRICULTURAL USE AND DOMESTIC USE	BAICOR, LC UTAH LIMITED LIABILITY CO. 710 WEST 200 NORTH LOGAN, UTAH 84321
PHYTO-PLUS NUTRA- GREEN 5-10- 5	RENEWED (REGISTERED)	76280884	02-JUL-2001	2578310	11- JUN- 2002	(INT. CL. 1) FERTILIZERS FOR AGRICULTURAL USE AND DOMESTIC USE	BAICOR, LC UTAH LIMITED LIABILITY CO. 710 WEST 200 NORTH LOGAN, UTAH 84321
MICRO- FEAST	RENEWED (REGISTERED)	76280890	02-JUL-2001	2594239	16- JUL- 2002	(INT. CL. 1) FERTILIZERS FOR AGRICULTURAL USE AND DOMESTIC USE	BAICOR, LC UTAH LIMITED LIABILITY CO. 710 WEST 200 NORTH LOGAN, UTAH 84321
GENE'S GREEN	RENEWED (REGISTERED)	75685382	12-MAY-1999	2415233	26- DEC- 2000	(INT. CL. 1) FERTILIZERS FOR AGRICULTURAL USE AND DOMESTIC USE	BAICOR, LC UTAH LIMITED LIABILITY CO. 1895 NORTH 600 WEST LOGAN, UTAH 84321
NUTRA-GEL	RENEWED (REGISTERED)	75685385	12-MAY-1999	2508495	20- NOV- 2001	(INT. CL. 1) FERTILIZERS FOR AGRICULTURAL USE AND DOMESTIC USE	BAICOR, LC UTAH LIMITED LIABILITY CO. 1895 NORTH 600 WEST LOGAN, UTAH 84321
IRON TREE TREATS	RENEWED (REGISTERED)	75685390	12-MAY-1999	2413636	19- DEC- 2000	(INT. CL. 1) FERTILIZERS FOR AGRICULTURAL [USE] AND DOMESTIC USE	BAICOR, LC UTAH LIMITED LIABILITY CO. 1895 NORTH 600 WEST LOGAN, UTAH 84321
Design Only  	RENEWED (REGISTERED)	75257822	17-MAR-1997	2201041	03- NOV- 1998	(INT. CL. 1) ORGANIC AND AMINO ACID BASED FERTILIZER FOR FOLIAR AND SOIL BASED APPLICATIONS FOR AGRICULTURAL USE	BAICOR, LC UTAH LIMITED LIABILITY CO. 1895 NORTH 600 WEST LOGAN, UTAH 84321
MANGANESE SHOTGUN	REGISTERED Supplemental Register	85601286	18-APR-2012	4315048	02- APR- 2013	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725
SUGAR BOOSTER	REGISTERED Supplemental Register	78762688	29-NOV-2005	3214299	27- FEB- 2007	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725

ZINC SHOTGUN	REGISTERED Supplemental Register	78762791	29-NOV-2005	3292458	11-SEP-2007	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725
SOIL STIMULATOR	REGISTERED Section 2(F)	78761757	28-NOV-2005	3352060	11-DEC-2007	(INT. CL. 1) FERTILIZERS	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725
IRONTECH	REGISTERED	86178952	29-JAN-2014	4580168	05-AUG-2014	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 84323
TURFTECH	REGISTERED	86161307	09-JAN-2014	4579884	05-AUG-2014	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 84323
GOLD STAR	REGISTERED	85585076	30-MAR-2012	4369624	16-JUL-2013	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. 1895 NORTH 600 WEST LOGAN, UTAH 84321
MANGANESE COMBO	REGISTERED	78848204	28-MAR-2006	3211000	20-FEB-2007	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725
NBE	REGISTERED	78762757	29-NOV-2005	3162463	24-OCT-2006	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725
UPTAKE	REGISTERED	78761765	28-NOV-2005	3162447	24-OCT-2006	(INT. CL. 1) FERTILIZER	BAICOR, LC UTAH LIMITED LIABILITY CO. P.O. BOX 725 LOGAN, UTAH 843230725
CALPHOS	REGISTERED	78572871	23-FEB-2005	3291622	11-SEP-2007	(INT. CL. 1) FERTILIZER CONSISTING OF ORGANIC AMINO ACIDS AND CARBOHYDRATES FOR AGRICULTURAL AND DOMESTIC USE	BAICOR L.C. UTAH CORPORATION 1895 NORTH 600 WEST LOGAN, UTAH 84321