

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408377

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TIGER-SUL (CANADA) CO.		12/08/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARROWPOINT AGENCY SERVICES, LLC		
<b>Street Address:</b>	Arrowpoint Agency Services, LLC c/o Arrowpoint Partners		
<b>Internal Address:</b>	100 Fillmore Street, Suite 325		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80206		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86807957	GET THE TIGER S FACTOR	
<b>Serial Number:</b>	87096117	HUMIPAK	
<b>Serial Number:</b>	86808969	TIGER GREENING GUARD	
<b>Serial Number:</b>	86807945	TRUTERRA	
<b>Registration Number:</b>	3843698	TIGER	
<b>Registration Number:</b>	3404052	TIGER 90CR	
<b>Registration Number:</b>	5068897	TIGER COMBO	
<b>Registration Number:</b>	3447380	TIGER MICRONUTRIENTS	
<b>Registration Number:</b>	4837137	TIGER XP	
<b>Registration Number:</b>	4005682	TIGERCAL 30	
<b>Registration Number:</b>	3993894	TIGERSHARK	
<b>Registration Number:</b>	3404053	TIGER-SUL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2122942684		
<b>Email:</b>	trademarkny@winston.com		

CH \$315.00 86807957

**Correspondent Name:** Jordan B. Yellen  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** New York, NEW YORK 10166

**ATTORNEY DOCKET NUMBER:** 86997.6

**NAME OF SUBMITTER:** Jordan Yellen

**SIGNATURE:** /Jordan Yellen by trademarkny/

**DATE SIGNED:** 12/09/2016

**Total Attachments: 13**

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## CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **December 8, 2016** (the “**Effective Date**”) by the signatory hereto (the “**Grantor**”) in favor of **ARROWPOINT AGENCY SERVICES, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Canadian Pledge and Security Agreement, dated as of December 8, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the Canadian Intellectual Property Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all Canadian and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including Trademark Licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”), provided that the Grantor’s grant of security in Trademarks shall be limited to a grant by the Grantor of a security interest in (and not constitute an assignment of) all of the Grantor’s right, title and interest in such Trademarks.

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the

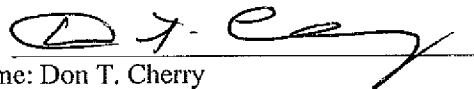
transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the Province of Alberta and the federal laws of Canada applicable therein.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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**IN WITNESS WHEREOF**, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**TIGER-SUL (CANADA) CO.,**  
as a Grantor

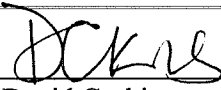
By:   
Name: Don T. Cherry  
Title: Chief Executive Officer and President

[Signature Page to Canadian Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005945 FRAME: 0416**

**ARROWPOINT AGENCY SERVICES, LLC, as**  
Collateral Agent

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By:   
Name: David Corkins  
Title: Authorized Signatory

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[Signature Page to Canadian Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005945 FRAME: 0417**

Schedule 1





Worldwide Pending Trademark Applications





Country	Mark	Class	App. No. Filing Date
Brazil	TIGER & Design 	1	904526623 2/14/2012
Brazil	Walking Tiger Design 	1	904526577 2/14/2012
Canada	HUMIPAK	1	1,804,898 10/17/2016
Chile	T90CR & Walking Tiger Design 	1	1224296 10/3/2016
China	TIGER-SUL (Chinese Characters) 	1	16099991 1/7/2015
Colombia	TIGER	1	2015-058397 3/13/2015
Costa Rica	T90CR & Walking Tiger Design 	1	2016-6979 7/19/2016
Ecuador	TIGER	1	2013-10519 3/14/2016




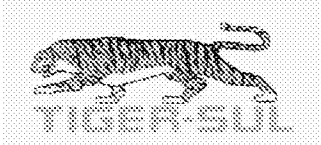

<b>Country</b>	<b>Mark</b>	<b>Class</b>	<b>App. No. Filing Date</b>
<b>Ecuador</b>	<b>Walking Tiger Design</b> 	1	2016-10518 3/14/2016
<b>Guatemala</b>	<b>TIGER</b>	1	2015-2153 3/9/2015
<b>Indonesia</b>	<b>TIGER-SUL</b>	1	D002016002648 1/19/2016
<b>New Zealand</b>	<b>TIGER</b>	1	1026028 8/20/2015
<b>Pakistan</b>	<b>TIGER</b>	1	397159 9/8/2015
<b>Pakistan</b>	<b>Walking Tiger Design</b> 	1	414244 3/21/2016
<b>Paraguay</b>	<b>TIGER</b>	1	1544217 9/11/2015
<b>Qatar</b>	<b>TIGER</b>	1	104215 2/29/2016
<b>Qatar</b>	<b>Walking Tiger Design</b> 	1	104216 2/29/2016
<b>United States</b>	<b>GET THE TIGER S FACTOR</b>	1	86/807,957 11/3/2015
<b>United States</b>	<b>HUMIPAK</b>	1	87/096,117 7/7/2016
<b>United States</b>	<b>TIGER GREENING GUARD</b>	1	86/808,969 11/4/2015
<b>United States</b>	<b>TRUTERRA</b>	1	86/807,945 11/3/2015





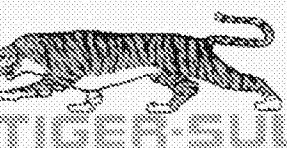







## Worldwide Trademark Registrations



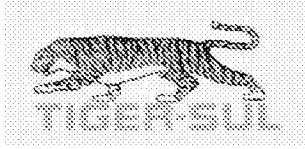
Country	Mark	Class	Reg. No. Reg. Date
Argentina	<b>TIGER-SUL &amp; Design</b> 	1	2808119 6/3/2016
Australia	<b>TIGER</b>	1	1369818 3/24/2011
Australia	<b>TIGER &amp; Design</b> 	1	1369822 3/24/2011
Australia	<b>TIGER 90CR &amp; Design</b> 	1	1198657 5/12/2008
Australia	<b>TIGER-SUL</b>	1	1369820 3/24/2011
Australia	<b>Walking Tiger Design</b> 	1	1369821 3/24/2011
Brazil	<b>T-90</b>	1	828381976 11/30/2010
Brazil	<b>TIGER</b>	1	902699210 1/28/2014
Brazil	<b>TIGER ZINC</b>	1	840417683 1/5/2016
Canada	<b>ENVIROSUL</b>	1	588663 9/3/2003
Canada	<b>TIGER</b>	1	277085 2/25/1983



Country	Mark	Class	Reg. No. Reg. Date
Canada	<b>TIGER &amp; Design</b> 	1	761862 3/17/2010
Canada	<b>TIGER 90</b>	1	301403 3/29/1985
Canada	<b>TIGER 90 CR</b>	1	579537 4/14/2003
Canada	<b>TIGER 90CR &amp; Design</b> 	1	579560 4/15/2003
Canada	<b>TIGER COMBO</b>	1	912449 8/26/2015
Canada	<b>TIGER MICRONUTRIENTS</b>	1	680852 2/1/2007
Canada	<b>TIGER XP</b>	1	920164 11/13/2015
Canada	<b>TIGER-SUL</b>	1	763781 4/9/2010
Canada	<b>Walking Tiger Design</b> 	1	761861 3/17/2010
China	<b>T90CR &amp; Design</b> 	1	6540716 3/28/2010
China	<b>TIGER-SUL</b>	1	16099990 3/14/2016
China	<b>TZINC</b>	1	12172039 7/28/2014

Country	Mark	Class	Reg. No. Reg. Date
China	<b>TZINC &amp; Walking Tiger Design</b> 	1	12115754 7/21/2014
Egypt	<b>TIGER 90CR</b>	1	206499 1/18/2010
Egypt	<b>TIGER 90CR &amp; Design</b> 	1	206498 1/18/2010
Egypt	<b>TIGER MICRONUTRIENTS</b>	1	206501 1/18/2010
Egypt	<b>TIGER MICRONUTRIENTS &amp; Design</b> 	1	206500 1/18/2010
Egypt	<b>TIGER-SUL &amp; Design</b> 	1	206502 1/18/2010
European Union	<b>TIGER &amp; Design</b> 	1	008229338 1/28/2010
European Union	<b>TIGER-SUL</b>	1	008229321 1/28/2010

Country	Mark	Class	Reg. No. Reg. Date
European Union	Walking Tiger Design 	1	008229346 1/28/2010
France	TIGER 90	1	53390173 11/7/2005
Honduras	TIGER	1	134118 9/14/2015
India	T90CR & Design 	1	1944669 5/4/2011
Mexico	TIGER	1	1128508 10/29/2009
Mexico	TIGER 90CR	1	1128506 10/29/2009
Mexico	TIGER 90CR & Design 	1	1128507 10/29/2009
Mexico	TIGER MICRONUTRIENTS	1	1128504 10/29/2009
Mexico	TIGER MICRONUTRIENTS & Design 	1	1128505 10/29/2009
Mexico	TIGER-SUL & Design 	1	1161854 6/2/2010

Country	Mark	Class	Reg. No. Reg. Date
Peru	<b>TIGER</b>	1	225974 6/24/2015
Peru	<b>Walking Tiger Design</b> 	1	238045 6/7/2016
South Africa	<b>TIGER 50CR</b>	1	200719306 3/8/2012
South Africa	<b>Tiger 50CR &amp; Design</b> 	1	200719307 4/4/2012
South Africa	<b>TIGER 90 CR</b>	1	200513751 2/23/2009
South Africa	<b>TIGER 90CR &amp; Design</b> 	1	200513752 12/10/2008
South Africa	<b>TIGER MICRONUTRIENTS</b>	1	200719308 3/8/2012
South Africa	<b>TIGER MICRONUTRIENTS &amp; Design</b> 	1	200719309 3/8/2012
South Africa	<b>TIGER-SUL &amp; Design</b> 	1	200719077 3/8/2012
Turkey	<b>TIGER</b>	1	2015/75172 5/26/2016
United Kingdom	<b>ACCUSEED</b>	1	2466235 2/21/2008

Country	Mark	Class	Reg. No. Reg. Date
United Kingdom	TIGER 90	1	2013586 3/1/1996
United States	TIGER	1	3717193 12/1/2009
United States	TIGER & Design 	1	3843698 9/7/2010
United States	TIGER 90CR & Design (in color) 	1	3404052 4/1/2008
United States	TIGER COMBO	1	5068897 10/25/2016
United States	TIGER MICRONUTRIENTS	1	3447380 6/17/2008
United States	TIGER XP	1	4837137 10/20/2015
United States	TIGERCAL 30	1	4005682 8/2/2011
United States	TIGERSHARK	1	3993894 7/12/2011
United States	TIGER-SUL & Design (in color) 	1	3404053 4/1/2008
Zambia	TIGER	1	6052010 5/30/2011

Country	Mark	Class	Reg. No. Reg. Date
Zambia	TIGER & Design 	1	6072010 5/30/2011
Zambia	TIGER-SUL	1	6062010 5/30/2011
Zambia	Walking Tiger Design 	1	6082010 5/30/2011