

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410028

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of conveyance previously recorded on Reel 005690 Frame 0798. Assignor(s) hereby confirms the security interest.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREENFIELD SPECIALTY ALCOHOLS INC.		12/03/2015	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	THE BANK OF NOVA SCOTIA		
Street Address:	40 KING STREET WEST, 55TH FLOOR		
Internal Address:	ATTN: HEAD AGENCY SERVICES, CORPORATE BANKING - LOAN SYNDICATIONS		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	Chartered bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3494452	THE POWER OF THREE3	
Serial Number:	86216165	NO-NUTSENSE	
Serial Number:	85902736	GREENFIELD ENERGY SOLUTIONS	
Serial Number:	85767828	GREENFIELD NATURALS	
Serial Number:	85798375	VITAGERM	
Serial Number:	85798608	VITABRAN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Shoko Naruo		

CH \$165.00 3494452

SIGNATURE:	/sn/
DATE SIGNED:	12/22/2016
Total Attachments: 5 source=TM Security Agreement#page1.tif source=TM Security Agreement#page2.tif source=TM Security Agreement#page3.tif source=TM Security Agreement#page4.tif source=TM Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 3, 2015, is made by GreenField Specialty Alcohols Inc. Les Alcools de Spécialité GreenField Inc. (the "Granting Party"), in favour of The Bank of Nova Scotia, a Canadian chartered bank, as administrative agent (hereinafter called the "Administrative Agent") for the Secured Parties (as defined in that certain credit agreement dated as of the date hereof, by and among the Granting Party, as borrower, GreenField Ethanol (Johnstown) Inc., GreenField Ethanol of Quebec Inc., Aaper Holdings, Inc. and Pharmco Products, Inc., as guarantors, the Administrative Agent and the Lenders from time to time party thereto, as the same may from time to time be amended, modified, extended, renewed or restated (the "Credit Agreement").

PRELIMINARY STATEMENT:

WHEREAS, the Granting Party, certain other "Grantors" (as defined therein) and the Administrative Agent are parties to that certain General Security Agreement, dated as of December 3, 2015 (as the same may be amended, modified, supplemented or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement); and

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Administrative Agent for the ratable benefit of the Secured Parties, the Administrative Agent has required the Granting Party to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Granting Party hereby agrees with the Administrative Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all of its Obligations (as defined in the Credit Agreement), the Granting Party hereby grants to the Administrative Agent, for and on behalf of and for the benefit of itself and each of the Secured Parties, a continuing security interest in and continuing lien on, except to the extent that such property constitutes "Excluded Collateral" (as defined in the Credit Agreement), its entire right, title and interest, whether now held, owned or existing or hereafter acquired or arising, in, to and under all United States and Canadian registered and unregistered trade names, trademarks, service marks, domain names and other Internet addresses or identifiers, trade dress, corporate names and similar rights thereto, including any registrations for and applications (excluding U.S. intent to use applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registerability of such applications or the validity or enforceability of registrations issuing from such applications) to register any of the foregoing, including, without limitation, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the

foregoing or for any injury to goodwill, and all proceeds of the foregoing (including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit) (collectively, “Trademarks”), and those Trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is made pursuant to and subject to the terms of the Security Agreement. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. NOTWITHSTANDING SECTION 1.6 OF THE SECURITY AGREEMENT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

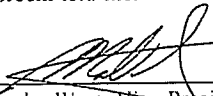
SECTION 4. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

[Signature Page Follows]

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

GRANTING PARTY:

GreenField Specialty Alcohols Inc. Les Alcools de Spécialité GreenField Inc.

By: 
Malcolm West, Vice President, Corporate Finance & Chief Financial Officer

Accepted by and agreed to as of _____, 2015:

ADMINISTRATIVE AGENT:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

GRANTING PARTY:

GreenField Specialty Alcohols Inc. Les Alcools de
Spécialité GreenField Inc.

By: _____
Malcolm West, Vice-President, Corporate
Finance & Chief Financial Officer

Accepted by and agreed to as of December 3, 2015:

ADMINISTRATIVE AGENT:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Name: Jim Beninger
Title: Managing Director





By: _____
Name: Agnes Podbielski
Title: Associate Director

EXHIBIT A
TRADEMARKS

Registrations:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
THE POWER OF THREE3	3,494,452	September 2, 2008

Applications:

TRADEMARK	APPLICATION NUMBER	APPLICATION DATE
NO-NUTSENSE	86/216,165	March 10, 2014
GREENFIELD ENERGY SOLUTIONS and Design 	85/902,736	April 12, 2013
GREENFIELD NATURALS and Design 	85/767,828	October 31, 2012
VITAGERM and Design 	85/798,375	December 10, 2012
VITABRAN and Design 	85/798,608	December 10, 2012

TRADEMARK SECURITY AGREEMENT
(GREENFIELD SPECIALTY ALCOHOLS INC.)
EXHIBIT A

6269658