

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innvictis Crop Care, LLC		03/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 85			
Property Type	Number	Word Mark	
Registration Number:	5082739	ALTITUDE CROP INNOVATIONS	
Registration Number:	5133869	ARRIVE	
Registration Number:	5133870	CREVACE	
Registration Number:	4988749	CROSSOVER	
Registration Number:	5133687	CUT THROAT	
Registration Number:	5090552	DEVOUR	
Registration Number:	5086809	ELIMINATE	
Registration Number:	5133688	GOLD RUSH	
Registration Number:	5133689	GRAVITAS	
Registration Number:	5133871	LIVID	
Registration Number:	4834576	NIRVANA	
Registration Number:	4988751	OVERRULE	
Registration Number:	5137326	PECOS	
Registration Number:	5133872	PETRA	
Registration Number:	5133690	PROMINENCE	
Registration Number:	5133902	QUIVER	
Registration Number:	4988750	RAVAGE	
Registration Number:	5091271	SIMANTA	
Registration Number:	5091273	TREVO	
TRADEMARK			

CH \$2140.00 5082739

Property Type	Number	Word Mark
Registration Number:	5133901	TRIVANT
Registration Number:	5133900	VACATE
Registration Number:	5091272	VAMOS
Registration Number:	5086802	VANDAL
Registration Number:	5086803	VELOMAX
Registration Number:	5086804	VERIFACT
Registration Number:	4988748	VOLTAGE ENDURX
Serial Number:	87168956	ALLEVIA
Serial Number:	87168749	ANOVA
Serial Number:	87243905	ARTEMIS
Serial Number:	87333808	AVOW
Serial Number:	87168953	BINDER
Serial Number:	87168753	BLANCO
Serial Number:	87168756	BRIDGER
Serial Number:	87168760	CALDERA
Serial Number:	87168762	CIVIC
Serial Number:	87168959	CIVILITY
Serial Number:	87250348	CLEARVIEW
Serial Number:	87229585	CRATER
Serial Number:	87168960	DERIVE
Serial Number:	87168768	DIVERSE K
Serial Number:	87170136	DIVULGE
Serial Number:	87260645	ENDURX
Serial Number:	87168975	ENVELOP
Serial Number:	87168981	GALVAN
Serial Number:	87218997	GROW TO YIELD
Serial Number:	87168773	IMMERSE
Serial Number:	87169111	INVICTIS CROP CARE, LLC
Serial Number:	87243694	INTRUSION
Serial Number:	87168775	IVC 5150
Serial Number:	87081272	MOUNTAINEER
Serial Number:	87168978	MULTITUDE
Serial Number:	87128110	NOVUS
Serial Number:	87168727	N-VEIL
Serial Number:	87142566	PITON
Serial Number:	87168963	QUARRY
Serial Number:	87142554	RAPPEL
Serial Number:	87142553	RENDEZVOUS

Property Type	Number	Word Mark
Serial Number:	87168979	REVAMP
Serial Number:	86837145	REVEAL
Serial Number:	86837139	REVEAL ENDURX
Serial Number:	87087948	REVIZE
Serial Number:	87142564	SPIRE
Serial Number:	87333791	STAVE
Serial Number:	87142550	TENSION
Serial Number:	87142549	TRAIL HEAD
Serial Number:	87333797	UNDERCOVER
Serial Number:	87168954	V-AGRI
Serial Number:	87168732	VAIL
Serial Number:	86814751	VARSITY
Serial Number:	87169315	V-DRIFT
Serial Number:	87168966	VELOUR
Serial Number:	87168967	VENTURI
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:	87333802	VILLAIN
Serial Number:	87168951	VIRIDIS
Serial Number:	87128111	VIRTUE
Serial Number:	87081273	VISOR
Serial Number:	87172360	VIXEN
Serial Number:	87251288	VODA
Serial Number:	87168776	VOYAGER

CORRESPONDENCE DATA

Fax Number: 2128066006

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: 2128065763

Email: tm@stroock.com

Correspondent Name: Jeffrey M. Mann

Address Line 1: 180 Maiden Lane, 38th Floor

Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER: 005671/0002

NAME OF SUBMITTER:	Jeffrey M. Mann
SIGNATURE:	/jeffrey m. mann/
DATE SIGNED:	03/16/2017
Total Attachments: 6 source=IP Security Agreement - Innvictis#page1.tif source=IP Security Agreement - Innvictis#page2.tif source=IP Security Agreement - Innvictis#page3.tif source=IP Security Agreement - Innvictis#page4.tif source=IP Security Agreement - Innvictis#page5.tif source=IP Security Agreement - Innvictis#page6.tif	

Intellectual Property Security Agreement (1.5 Lien)

TRADEMARK SECURITY AGREEMENT dated as of March 10, 2017 (this “*Agreement*”), made by Innvictis Crop Care, LLC, a Delaware limited liability company (the “*Pledgor*”), in favor of Wilmington Trust, National Association, as Collateral Agent.

Reference is made to the Collateral Agreement (1.5 Lien) dated as of March 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among Pinnacle Operating Corporation (the “*Issuer*”), each subsidiary of the Issuer identified therein and the Collateral Agent. 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 Agent, its successors and permitted assigns, for the benefit of the Secured Parties, 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 Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges

and affirms that the rights and remedies of the Collateral Agent 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. The Parties hereby authorize and request the Commissioner of Trademarks to record this Agreement in the United States Patent and Trademark Office with respect to the IP Collateral.

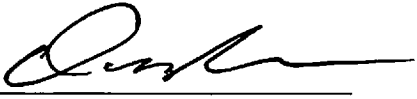
SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent 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 Agent 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.

SECTION 6. *Governing Law.* This agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law.

[Signature Pages Follow]

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

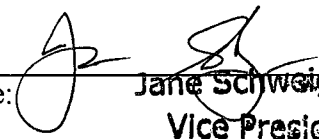
INNVICTIS CROP CARE, LLC,
as Pledgor

By: 

Name: David W. Bullock

Title: Executive Vice President
Chief Financial Officer
and Assistant Treasurer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President

[Signature Page to IP Security Agreement (1.5 Lien)(Innvictis)]

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>
Altitude Crop Innovations	5,082,739	11/15/2016
Arrive	5,133,869	1/31/2017
Crevace	5,133,870	1/31/2017
Crossover	4,988,749	6/28/2016
Cut Throat	5,133,687	1/31/2017
Devour	5,090,552	11/29/2016
Eliminate	5,086,809	11/22/2016
Gold Rush	5,133,688	1/31/2017
Gravitas	5,133,689	1/31/2017
Livid	5,133,871	1/31/2017
Nirvana	4,834,576	10/20/2015
Overrule	4,988,751	6/28/2016
Pecos	5,137,326	2/7/2017
Petra	5,133,872	1/31/2017
Prominence	5,133,690	1/31/2017
Quiver	5,133,902	1/31/2017
Ravage	4,988,750	6/28/2016
Simanta	5,091,271	11/29/2016
Trevo	5,091,273	11/29/2016
Trivant	5,133,901	1/31/2017
Vacate	5,133,900	1/31/2017
Vamos	5,091,272	11/29/2016
Vandal	5,086,802	11/22/2016
Velomax	5,086,803	11/22/2016
Verifact	5,086,804	11/22/2016
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
Anova	87/168,749	9/12/2016
Artemis	87/243,905	11/21/2016
Avow	87/333,808	2/13/2017
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
Civic	87/168,762	9/12/2016
Civility	87/168,959	9/13/2016
Clearview	87/250,348	11/29/2016
Crater	87/229,585	11/8/2016
Derive	87/168,960	9/13/2016
Diverse K	87/168,768	9/12/2016
Divulge	87/170,136	9/13/2016
Endurx	87/260,645	12/7/2016
Envelop	87/168,975	9/13/2016
Galvan	87/168,981	9/13/2016

Grow to Yield	87/218,997	10/28/2016
Immerse	87/168,773	9/12/2016
INNVICTIS CROP CARE, LLC	87/169,111	9/13/2016
Intrusion	87/243,694	11/21/2016
IVC 5150	87/168,775	9/12/2016
Mountaineer	87/081,272	6/23/2016
Multitude	87/168,978	9/13/2016
Novus	87/128,110	8/4/2016
N-Veil	87/168,727	9/12/2016
Piton	87/142,566	8/18/2016
Quarry	87/168,963	9/13/2016
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
Spire	87/142,564	8/18/2016
Stave	87/333,791	2/13/2017
Tension	87/142,550	8/18/2016
Trail Head	87/142,549	8/18/2016
Undercover	87/333,797	2/13/2017
V-Agri	87/168,954	9/13/2016
Vail	87/168,732	9/12/2016
Varsity	86/814,751	11/10/2015
V-Drift	87/169,315	9/13/2016
Velour	87/168,966	9/13/2016
Venturi	87/168,967	9/13/2016
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
Villain	87/333,802	2/13/2017
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
Voda	87/251,288	11/29/2016
Voyager	87/168,776	9/12/2016