TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pinnacle Agriculture Distribution, Inc.		03/09/2017	Corporation: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4761389	AGONE APPLICATION SERVICES
Registration Number:	4761427	BEFORE SEED · BEYOND HARVEST AG1ONE APPL
Registration Number:	4993960	BEFORE SEED BEYOND HARVEST PERFORMANCE A
Registration Number:	4993959	BEFORE SEED BEYOND HARVEST PERFORMANCE A
Registration Number:	4798979	BEFORE SEED BEYOND HARVEST PERFORMANCE A
Registration Number:	4923196	BEFORE SEED BEYOND HARVEST PROVIDENCE AG
Registration Number:	4804772	EVERFARM
Registration Number:	3501188	HARVEY'S AGRICULTURAL SOLUTIONS
Registration Number:	4194033	HARVEY'S AGRICULTURAL SOLUTIONS
Registration Number:	4584917	NH3 SERVICE CO. ROOT ZONE FERTILIZERS
Registration Number:	4584919	NH3 SERVICE CO. ROOT ZONE FERTILIZERS SA
Registration Number:	3155046	PINNACLE
Registration Number:	4923197	PROVIDENCE AGRICULTURE
Registration Number:	4397123	ROOT ZONE
Serial Number:	87155359	AMP GENETICS
Serial Number:	87155342	BRAVO GENETICS
Serial Number:	87172174	CATERRA GENETICS
Serial Number:	87155367	MISSION SEED SOLUTIONS
Serial Number:	87159654	PINNACLE AGRICULTURE

OP $590.00 4761389

Property Type	Number	Word Mark
Serial Number:	87159651	PINNACLE AGRICULTURE
Serial Number:	87159648	PINNACLE AGRICULTURE
Serial Number:	87159646	PINNACLE AGRICULTURE
Serial Number:	87159643	PINNACLE AGRICULTURE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F169218
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	03/28/2017

Total Attachments: 5

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Intellectual Property Security Agreement (First Lien)

TRADEMARK SECURITY AGREEMENT dated as of March 9, 2017 (this "Agreement"), made by Pinnacle Agriculture Distribution, Inc., a Mississippi Corporation (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

Reference is made to the Collateral Agreement (First Lien) dated as of November 15, 2012 (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 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"):

(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. ***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.

[Signature Pages Follow]

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

PINNACLE AGRICULTURE
DISTRIBUTION, INC., as Pledgor

By:_____
Name: David W. Bullock
Title: Executive Vice President
Chief Financial Officer
and Assistant Treasurer

[Signature Page to IP Security Agreement (First Lien)(PAD)]

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent

By: _____
Title: Megan Kane
Name: Authorized Signatory

By: _____
Title: Julia Bykhovskaia
Name: Authorized Signatory

[Signature Page to IP Security Agreement (First Lien)(PAD)]

Schedule I
to Intellectual Property Security Agreement (First Lien)

Trademarks Owned by Pinnacle Agriculture Distribution, Inc.

Trademark	Application #	File Date	Registration Date	Registration #
AgOne Application Services	86/221,747	3/14/2014	6/23/2015	4,761,389
Amp Genetics	87/155,359	8/30/2016		
Before Seed Beyond Harvest Ag1 Application Services Logo	86/228,026	3/21/2014	6/23/2015	4,761,427
Before Seed Beyond Harvest Performance Agriculture (w/ enclosed Logo)	86/377,512	8/26/2014	7/5/2016	4,993,960
Before Seed Beyond Harvest Performance Agriculture (w/ open Logo)	86/377,507	8/26/2014	7/5/2016	4,993,959
Before Seed Beyond Harvest Performance Agriculture (w/open Logo)	86/492,654	12/30/2014	8/25/2015	4,798,979
Before Seed Beyond Harvest Providence Agriculture (w/logo)	86/080,157	10/1/2013	3/22/2016	4,923,196
Bravo Genetics	87/155,342	8/30/2016		
Caterra Genetics	87/172,174	9/15/2016		
EverFarm	86/156,914	1/3/2014	9/1/2015	4,804,772
Harvey's Agricultural Solutions	77/360,311	12/27/2007	9/16/2008	3,501,188
Harvey's Agricultural Solutions (w/Logo)	85/507,514	1/3/2012	8/21/2012	4,194,033
Mission Seed Solutions	87/155,367	8/30/2016		
NH3 Service Co. Root Zone Fertilizers	85/603,860	4/20/2012	8/12/2014	4,584,917
NH3 Service Co. Root Zone Fertilizers Salinas Greenfield Hollister (w/Logo)	85/604,078	4/20/2012	8/12/2014	4,584,919
Pinnacle	78/533,522	12/16/2004	10/10/2006	3,155,046
Pinnacle Agriculture	87/159,654	9/2/2016		
Pinnacle Agriculture	87/159,651	9/2/2016		
Pinnacle Agriculture	87/159,648	9/2/2016		
Pinnacle Agriculture	87/159,646	9/2/2016		
Pinnacle Agriculture	87/159,643	9/2/2016		
Providence Agriculture	86/080,158	10/1/2013	3/22/2016	4,923,197
Root Zone	85/604,173	4/20/2012	9/3/2013	4,397,123

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