

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434126

<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>
AMVAC Chemical Corporation		06/30/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of the West		
<b>Street Address:</b>	2527 Camino Ramon		
<b>City:</b>	San Ramon		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94583		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 53</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4097119	ABBA ULTRA	
<b>Registration Number:</b>	3547203	ABBA	
<b>Registration Number:</b>	0596566	AMID-THIN	
<b>Registration Number:</b>	4635648	AMVAC	
<b>Registration Number:</b>	1115929	AMVAC	
<b>Registration Number:</b>	4829001	AUTILUS	
<b>Registration Number:</b>	3000403	BLOCKER	
<b>Registration Number:</b>	4786614	BORRADA	
<b>Registration Number:</b>	2962947	CITRUS FIX	
<b>Registration Number:</b>	0705402	DACTHAL	
<b>Registration Number:</b>	0907369	DEADLINE	
<b>Registration Number:</b>	1425416	DEADLINE BULLETS	
<b>Registration Number:</b>	0694413	DIBROM	
<b>Registration Number:</b>	3496769	DISCIPLINE 2EC	
<b>Registration Number:</b>	2931474	DISCIPLINE	
<b>Registration Number:</b>	1136552	DURHAM	
<b>Registration Number:</b>	2398394	ECOZIN	
<b>Registration Number:</b>	2635965	EQUUS	
<b>Registration Number:</b>	1010654	EVITAL	

OP \$1340.00 4097119

Property Type	Number	Word Mark
Registration Number:	4739930	FC
Registration Number:	2326648	FF II
Registration Number:	2922517	FRUIT FIX
Registration Number:	0591847	FRUITONE
Registration Number:	3003496	GEMCHEM
Registration Number:	1395496	HINDER
Registration Number:	3130415	IMPACT
Registration Number:	2407102	K-PAM
Registration Number:	2956841	K-SALT
Registration Number:	0851704	NEMACUR
Registration Number:	2447872	ONE LAST MEAL FOR SLUG AND SNAILS
Registration Number:	2427496	ORNAZIN
Registration Number:	3458516	PARAZONE
Registration Number:	2270636	PRUNE SMART
Registration Number:	2377993	RID-A-VEC
Registration Number:	3652419	SMART CHOICE
Registration Number:	4512421	SMARTBLOCK
Registration Number:	3125397	SMARTBOX
Registration Number:	2407948	
Registration Number:	2324396	
Registration Number:	0827443	TERRACLOR SUPER X
Registration Number:	4330547	THIMET
Registration Number:	0615591	THIMET
Registration Number:	2473914	TRAILS END
Registration Number:	0854975	TRE-HOLD
Registration Number:	1960608	TRUMPET
Registration Number:	0836545	TURFCIDE
Registration Number:	5171631	TURFJET
Registration Number:	4807857	VAPAM
Registration Number:	2977927	WISDOM
Registration Number:	4592992	XPEDIENT FC
Registration Number:	4693148	XPEDIENT
Registration Number:	4522698	YES
Registration Number:	4299316	YES YIELD ENHANCEMENT SOLUTIONS

**CORRESPONDENCE DATA**

Fax Number: 2136208816

*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.*

**TRADEMARK**

**REEL: 006100 FRAME: 0186**

**Phone:** (213) 955-5606  
**Email:** pstevens@allenmatkins.com  
**Correspondent Name:** Pauline M. Stevens, Esq.  
**Address Line 1:** 865 South Figueroa Street  
**Address Line 2:** Suite 2800  
**Address Line 4:** Los Angeles, CALIFORNIA 90017

<b>NAME OF SUBMITTER:</b>	Pauline M. Stevens
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<b>SIGNATURE:</b>	/PMS/
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<b>DATE SIGNED:</b>	07/07/2017
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2017 (this "Agreement"), is made by AMVAC CHEMICAL CORPORATION, a California corporation (the "Grantor"), in favor of Bank of the West, as the Agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Guaranteed and Secured Parties.

### W I T N E S S E I H:

WHEREAS, pursuant to a Second Amended and restated Credit Agreement, dated as of June 17, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Amvac Chemical Corporation, a Delaware corporation, the Designated Borrowers thereunder, the various financial institutions and other Persons from time to time party thereto, as lenders and the Agent, the Lenders have extended Commitments to make Loans to and maintain Loans with the Company;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 17, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5(e) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations of the Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Guaranteed and Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Guaranteed and Secured Party, a continuing security interest in all of the Grantor's right, title and interest now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I, to the extent permitted by such Trademark License;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (iii) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Guaranteed and Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Guaranteed and Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. No Present Assignment. Neither the Credit Agreement, this Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Agent, it is the intention of the parties hereto that Company continue to own the Trademark Collateral.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Company and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first written above.

AMVAC CHEMICAL CORPORATION

By: D. T. Johnson  
Name: David T. Johnson  
Title: CFO, Vice President & Treasurer

BANK OF THE WEST,  
as Agent


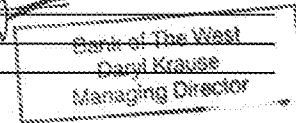
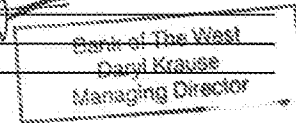
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first written above.

AMVAC CHEMICAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK OF THE WEST,  
as Agent

By:  \_\_\_\_\_  
Name:   
Title:   
Managing Director



SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

<u>Name</u>	<u>Country</u>	<u>Number</u>	<u>Type</u>
ABBA ULTRA	UNITED STATES	4097119	TRADEMARK
ABBA	UNITED STATES	3547203	TRADEMARK
AMID-THIN	UNITED STATES	0596566	TRADEMARK
AMVAC	UNITED STATES	4635648	TRADEMARK
AMVAC	UNITED STATES	1115929	TRADEMARK
AUTILUS	UNITED STATES	4829001	TRADEMARK
BLOCKER	UNITED STATES	3000403	TRADEMARK
BORRADA	UNITED STATES	4786614	TRADEMARK
CITRUS FIX	UNITED STATES	2962947	TRADEMARK
DACTHAL	UNITED STATES	0705402	TRADEMARK
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DEADLINE BULLETS	UNITED STATES	1425416	TRADEMARK
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DISCIPLINE 2EC	UNITED STATES	3496769	TRADEMARK
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DURHAM	UNITED STATES	1136552	TRADEMARK
ECOZIN	UNITED STATES	2398394	TRADEMARK
EQUUS	UNITED STATES	2635965	TRADEMARK
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FC	UNITED STATES	4739930	TRADEMARK
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NEMACUR	UNITED STATES	0851704	TRADEMARK

ONE LAST MEAL FOR SLUGS & SNAILS	UNITED STATES	2447872	TRADEMARK
ORNAZIN	UNITED STATES	2427496	TRADEMARK
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PRUNE SMART	UNITED STATES	2270636	TRADEMARK
RID-A-VEC	UNITED STATES	2377993	TRADEMARK
SMART CHOICE	UNITED STATES	3652419	TRADEMARK
SMARTBLOCK	UNITED STATES	4512421	TRADEMARK
SMARTBOX	UNITED STATES	3125397	TRADEMARK
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SYMBOL	UNITED STATES	2324396	TRADEMARK
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TRUMPET	UNITED STATES	1960608	TRADEMARK
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TURFJET	UNITED STATES	5171631	TRADEMARK
VAPAM	UNITED STATES	4807857	TRADEMARK
WISDOM	UNITED STATES	2977927	TRADEMARK
XPEDIENT FC	UNITED STATES	4592992	TRADEMARK
XPEDIENT	UNITED STATES	4693148	TRADEMARK
YES	UNITED STATES	4522698	TRADEMARK
YES ENHANCEMENT SOLUTIONS	UNITED STATES	4299316	TRADEMARK