

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM441053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleischmann's Vinegar Company, Inc.		08/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Pari Passu Collateral Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3584298	CLASSIC ORGANICS	
Registration Number:	3848202	CLASSIC SELECTIONS	
Serial Number:	87251027	VINAGREEN	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049018-0081		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/29/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 29, 2017 (this “Agreement”), is made by each of the signatories hereto indicated as a Debtor (each a “Debtor” and collectively, the “Debtors”) in favor of BNP PARIBAS (“BNP”), as Collateral Agent for the Lender Parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”).

WHEREAS, BNP, as collateral agent for the holders of the Term Loan Obligations (as defined in the Term Loan Intercreditor Agreement), has entered into a Term Loan Intercreditor and Collateral Agency Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Intercreditor Agreement”), with the Collateral Agent, Bank of the West and ING Capital LLC, as joint administrative agents for the holders of the ABL-Cattle Obligations (as defined in the Term Loan Intercreditor Agreement) (in such joint capacity and together with their successors and assigns from time to time, the “GP-Cattle Agent”), BNP, as collateral agent for the holders of the ABL-Grain Obligations (as defined in the Term Loan Intercreditor Agreement) (in such capacity and together with its successors and assigns from time to time, the “GP-Grain Agent”) and PNC Bank, National Association, as agent for the holders of the ABL-Grain Obligations (as defined in the Term Loan Intercreditor Agreement) (in such capacity together with its successors and assigns, the “GP-Trade Agent”), and acknowledged and agreed to by the Company and other Debtors;

WHEREAS, as a condition precedent to the obligation of the Term Loan Lenders (as defined in the Term Loan Intercreditor Agreement) to make their respective extension of credit to the Company under the Term Loan Agreement, the Debtors entered into a Security Agreement dated as of August 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between each of the Debtors and the Collateral Agent, pursuant to which each of the Debtors assigned, transferred and granted to the Collateral Agent, for the benefit of the Lender Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Debtor agreed to execute and this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Lender Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Term Loan Intercreditor Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Debtor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Lender Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Debtor or in which such Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and

complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Debtor's Liabilities:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Lender Parties pursuant to the Security Agreement, and the Debtors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF).


SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GREEN PLAINS INC.,
as Debtor

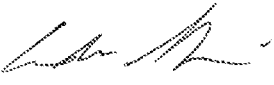
By: 
Name: Michelle Mipes
Title: VP - Genl Counsel & Corp Sec.

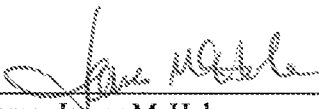
FLEISCHMANN'S VINEGAR COMPANY, INC.,
as Debtor

By: 
Name: Michelle Mipes
Title: VP - Genl Counsel & Corp Sec.

Accepted and Agreed:

BNP PARIBAS,
as Collateral Agent

By: 
Name: Andrew Shapiro
Title: Managing Director

By: 
Name: James McHale
Title: Managing Director

[Signature Page to Trademark Security Agreement (Pari Passu)]

TRADEMARK
REEL: 006140 FRAME: 0529

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Debtor</u>	<u>Mark</u>	<u>Application No. / Registration No.</u>	<u>Application Filing Date / Registration Date</u>	<u>Status</u>
Green Plains Inc.	GREEN PLAINS	4802096	01-SEP-2015	Registered.
Fleischmann's Vinegar Company, Inc.	CLASSIC ORGANICS	3584298	03-MAR-2009	Registered.
Fleischmann's Vinegar Company, Inc.	CLASSIC SELECTIONS	3848202	14-SEP-2010	Registered.
Fleischmann's Vinegar Company, Inc.	VINAGREEN	87251027	29-NOV-2016	Pending.