

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453639

| | | | |
|---|---|-----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Furst-McNess Company | | 12/06/2017 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal | | |
| Street Address: | 111 West Monroe Street | | |
| Internal Address: | 5th Floor Center | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86032437 | NATURES FUEL | |
| Serial Number: | 86032464 | REPRO FUEL | |
| Serial Number: | 86032421 | LEAN FUEL | |
| Serial Number: | 86586349 | FURST FUEL | |
| Serial Number: | 86586335 | WEAN FUEL | |
| Serial Number: | 86890896 | MCNESS FURST-MCNESS COMPANY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3126095005 | | |
| <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: | 312-609-7777 | | |
| Email: | acurley@vedderprice.com | | |
| Correspondent Name: | Angelique Curley | | |
| Address Line 1: | 222 N. LaSalle Street | | |
| Address Line 2: | Vedder Price | | |
| Address Line 4: | Chicago, ILLINOIS 60613 | | |
| ATTORNEY DOCKET NUMBER: | 40870000042 | | |
| NAME OF SUBMITTER: | Angelique Curley | | |
| SIGNATURE: | /Angelique Curley/ | | |

CH \$165.00 86032437

| | |
|--------------|------------|
| DATE SIGNED: | 12/07/2017 |
|--------------|------------|

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement**, (this “**Agreement**”) is made as of December 6, 2017, by FURST-MCNESS COMPANY, an Illinois corporation (“**Grantor**”), in favor of BANK OF MONTREAL (“**Grantee**”)

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into a Credit and Security Agreement, dated June 12, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Credit Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

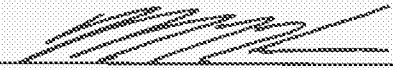
This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

(Signature Page to Trademark Security Agreement)

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

FURST-MCNESS COMPANY


By: 
Matt L. Hartman
Vice President, Chief Financial Officer
& Secretary

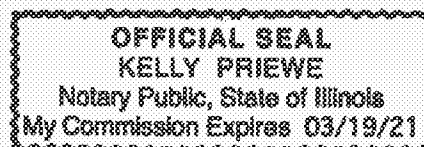
STATE OF _____

ss.:

COUNTY OF _____


On this 6th day of December, 2017, before me personally came Matt L. Hartman, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President, Chief Financial Officer & Secretary of Furst-McNess Company, an Illinois corporation, and that s/he executed the foregoing instrument in the firm name of Matt L. Hartman, Vice President, Chief Financial Officer & Secretary of Furst-McNess Company, an Illinois corporation, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]



SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

| Mark | Country | Application No. | Application Date | Registration No. | Registration Date | Goods/Services | Owner |
|------------------|----------------|------------------------|-------------------------|-------------------------|--------------------------|--|--|
| NATURE S FUEL | US | 86/032,437 | August 8, 2013 | 4,497,906 | March 18, 2014 | (Int'l Class: 31) animal feed | Furst- Mcness Company (ILLINOIS LIMITED LIABILITY COMPANY) |
| REPRO FUEL | US | 86/032,464 | August 8, 2013 | 4,497,908 | March 18, 2014 | (Int'l Class: 31) animal feed | Furst- Mcness Company (ILLINOIS LIMITED LIABILITY COMPANY) |
| LEAN FUEL | US | 86/032,421 | August 8, 2013 | 4,608,325 | September 23, 2014 | (Int'l Class: 31) animal feed | Furst- Mcness Company (ILLINOIS LIMITED LIABILITY COMPANY) |
| FURST FUEL | US | 86/586,349 | April 3, 2015 | 4,858,437 | November 24, 2015 | (Int'l Class: 05) animal feed supplements | Furst- Mcness Company (ILLINOIS CORP.) |
| WEAN FUEL | US | 86/586,335 | April 3, 2015 | 5,087,406 | November 22, 2016 | (Int'l Class: 31) animal feed | Furst- Mcness Company |

| Mark | Country | Application No. | Application Date | Registration No. | Registration Date | Goods/Services | Owner |
|--|---------|-----------------|-------------------|------------------|--------------------|---|---------------------------------------|
| | | | | | | | (ILLINOIS CORP.) |
| MCNESS FURST- MCNESS COMPAN Y and Design  | US | 86/890,896 | January 29, 2016 | — | — | (Int'l Class: 01) inoculants, namely, biological microorganisms used to reduce silage spoilation (Int'l Class: 05) feed supplements for livestock comprised of vitamin and mineral premixes (Int'l Class: 31) animal feed | Furst-Mcness Company (ILLINOIS CORP.) |
| LEAN FUEL | CA | 1662662 | February 5, 2014 | TMA910026 | July 31, 2015 | (Int'l Class: 31) animal feed | Furst-Mcness Company (ILLINOIS CORP.) |
| TERRAPIN RIDGE | CA | 0838097 | February 28, 1997 | TMA533770 | September 28, 2000 | (Int'l Class: 30) gourmet foods, namely mustard, BBQ sauces, spices, seasonings | Furst-Mcness Company (ILLINOIS CORP.) |

| Mark | Countr y | Applicati on No. | Applicati on Date | Registrati on No. | Registrati on Date | Goods/Servi ces | Owner |
|------------------|---------------------|-----------------------------|------------------------------|------------------------------|-------------------------------|-------------------------------------|--|
| NATURE S FUEL | CA | 1662661 | February 5, 2014 | TMA9100 33 | July 31, 2015 | (Int'l Class: 31) animal feed | Furst- Mcness Company (ILLINOIS CORP.) |