

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493395

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
URUS GROUP LP		10/04/2018	Limited Partnership: DELAWARE
VALLEY AGRICULTURAL SOFTWARE, INC.		10/04/2018	Corporation: CALIFORNIA
GENEX COOPERATIVE		10/04/2018	Cooperative Association: MINNESOTA
AGSOURCE COOPERATIVE SERVICES		10/04/2018	Cooperative Association: MINNESOTA

RECEIVING PARTY DATA

Name:	COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Administrative Agent
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW MEXICO
Postal Code:	10167
Entity Type:	A New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	5030906	KETOMONITOR
Registration Number:	4921003	KETOMONITOR
Registration Number:	5030908	MYAGSOURCE
Registration Number:	4925299	MYAGSOURCE
Registration Number:	5358330	AGSOURCE
Registration Number:	5559239	AGSOURCE
Registration Number:	5358331	AGSOURCE LABORATORIES
Registration Number:	3411311	CRI
Registration Number:	3411312	CRI COOPERATIVE RESOURCES INTERNATIONAL
Registration Number:	1218700	GENEX
Registration Number:	2044133	GENEX
Registration Number:	5374674	GENEX

CH \$965.00 5030906

Property Type	Number	Word Mark
Registration Number:	5463931	GENEX
Registration Number:	5327132	GENEX
Registration Number:	5374673	GENEX
Registration Number:	3459888	PROFIT OPPORTUNITY ANALYZER
Registration Number:	5162446	RUMILIFE
Registration Number:	5152510	RUMILIFE
Registration Number:	5162448	RUMILIFE
Registration Number:	5152511	RUMILIFE
Registration Number:	3513448	PARLOR WATCH 305
Registration Number:	3521641	TANK WATCH
Registration Number:	3521626	WEIGHRITE
Serial Number:	87725949	AGSOURCE
Serial Number:	87618629	GENEX
Serial Number:	87891478	DAIRYCOMP
Serial Number:	87891472	DC305
Serial Number:	87891479	FEEDCOMP
Serial Number:	87881096	FEEDWATCH
Serial Number:	87891477	PARLORCOMP
Serial Number:	88112642	PARLORWATCH
Serial Number:	88056064	VAS
Serial Number:	87881081	DAIRYCOMP 305
Serial Number:	87881100	POCKET COWCARD
Serial Number:	87881114	VAS
Serial Number:	88056081	VAS
Serial Number:	87881102	VAS DAIRY INTELLIGENCE
Serial Number:	87881121	AT THE HEART OF YOUR DAIRY

CORRESPONDENCE DATA

Fax Number: 6785532602

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: (678) 553-2601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: GREENBERG TRAUIG, LLP

Address Line 2: 3333 PIEDMONT ROAD, NE, SUITE 2500

Address Line 4: ATLANTA, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 123235.017700

NAME OF SUBMITTER: LaShana C. Jimmar

SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	10/10/2018
Total Attachments: 14 source=Rabobank_Project Angus - Trademark Security Agreement#page1.tif source=Rabobank_Project Angus - Trademark Security Agreement#page2.tif source=Rabobank_Project Angus - Trademark Security Agreement#page3.tif source=Rabobank_Project Angus - Trademark Security Agreement#page4.tif source=Rabobank_Project Angus - Trademark Security Agreement#page5.tif source=Rabobank_Project Angus - Trademark Security Agreement#page6.tif source=Rabobank_Project Angus - Trademark Security Agreement#page7.tif source=Rabobank_Project Angus - Trademark Security Agreement#page8.tif source=Rabobank_Project Angus - Trademark Security Agreement#page9.tif source=Rabobank_Project Angus - Trademark Security Agreement#page10.tif source=Rabobank_Project Angus - Trademark Security Agreement#page11.tif source=Rabobank_Project Angus - Trademark Security Agreement#page12.tif source=Rabobank_Project Angus - Trademark Security Agreement#page13.tif source=Rabobank_Project Angus - Trademark Security Agreement#page14.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") dated as of October 4, 2018, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH ("*Rabobank*"), in its capacity as administrative agent (together with its permitted successors and assigns, "*Administrative Agent*") for the Secured Parties.

WITNESSETH:

WHEREAS, URUS GROUP LP, a Delaware limited partnership, and certain of its subsidiaries, as borrowers (each a "*Borrower*" and collectively, "*Borrowers*"), the various financial institutions party thereto as a lender (each a "*Lender*", and collectively, the "*Lenders*"), and Administrative Agent have entered into that certain Credit Agreement dated as of October 4, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*"); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of October 4, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor's right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "*Trademark Collateral*"):

(a) all of such Grantor's Trademarks, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights and registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be

necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

URUS GROUP LP,
a Delaware limited partnership


Name: R. Balcher
Title: CEO

VALLEY AGRICULTURAL SOFTWARE, INC.
a California corporation

By: _____
Name:
Title:

GENEX COOPERATIVE,
a Minnesota cooperative association

By: _____
Name:
Title:

AGSOURCE COOPERATIVE SERVICES,
a Minnesota cooperative association

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

URUS GROUP LP,
a Delaware limited partnership

Name:
Title:

VALLEY AGRICULTURAL SOFTWARE, INC.
a California corporation

By: _____
Name: *E.D. MARTINAK*
Title: *President*

GENEX COOPERATIVE,
a Minnesota cooperative association

By: _____
Name:
Title:

AGSOURCE COOPERATIVE SERVICES,
a Minnesota cooperative association

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

URUS GROUP LP,
a Delaware limited partnership

Name:
Title:

VALLEY AGRICULTURAL SOFTWARE, INC.
a California corporation

By: _____
Name:
Title:

GENEX COOPERATIVE,
a Minnesota cooperative association

By: David E. Mellinger
Name: DAVID E. MELLINGER
Title: TREASURER

~~AGSOURCE COOPERATIVE SERVICES,
a Minnesota cooperative association~~

~~By: David E. Mellinger
Name: DAVID E. MELLINGER
Title: TREASURER~~

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

URUS GROUP LP,
a Delaware limited partnership

Name:
Title:

VALLEY AGRICULTURAL SOFTWARE, INC.
a California corporation

By: _____
Name:
Title:

GENEX COOPERATIVE,
a Minnesota cooperative association

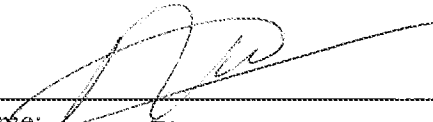
By: _____
Name:
Title:

AGSOURCE COOPERATIVE SERVICES,
a Minnesota cooperative association

By: Julie Leadthe
Name: Julie Leadthe
Title: Treasurer and Secretary

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH, as Administrative Agent**

By: 
Name: **Pieter van der Werff**
Title: **Vice President**

By: 
Name: **Jan Hendrik de Graaff**
Title: **Managing Director**

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
AgSource Cooperative Services	U.S.	KETOMONITOR & Design	5030906	8/3/2016
AgSource Cooperative Services	U.S.	KETOMONITOR	4921003	3/22/2016
AgSource Cooperative Services	U.S.	MYAGSOURCE Logo	5030908	8/30/2016
AgSource Cooperative Services	U.S.	MYAGSOURCE	4925299	3/29/2016
Genex Cooperative	U.S. (North Dakota Reg.)	FARM SYSTEM	44832200	3/18/2028
Urus Group LP	U.S.	AGSOURCE	5358330	12/19/2017
Urus Group LP	U.S.	AGSOURCE	5559239	9/11/2018
Urus Group LP	Madrid Protocol	AGSOURCE	1371954	7/21/2017
Urus Group LP	Madrid Protocol	AGSOURCE & Design	1398156	12/27/2017
Urus Group LP	U.S.	AGSOURCE LABORATORIES	5358331	12/19/2017
Urus Group LP	U.S.	CRI & Globe Design	3411311	4/15/2008
Urus Group LP	U.S.	CRI & Circle Design	3411312	4/15/2008

Grantor	Country	Mark	Registration No.	Registration Date
Urus Group LP	Madrid Protocol	CRI & Globe Design	1178475	8/20/2013
Urus Group LP	South Africa	CRI & Circle Design	2013/23559	8/27/2013
Urus Group LP	Madrid Protocol	CRI & Circle Design	1178622	8/20/2013
Urus Group LP	Canada	CRI & Circle Design	TMA899,956	3/30/2015
Urus Group LP	Argentina	CRI & Circle Design	2683300	10/9/2014
Urus Group LP	Argentina	CRI & Globe Design	2683301	10/9/2014
Urus Group LP	South Africa	CRI & Circle Design	2013/23560	8/27/2013
Urus Group LP	Mexico	CRI & Circle Design	1806693	10/9/2017
Urus Group LP	U.S.	GENEX	1218700	11/30/1982
Urus Group LP	U.S.	GENEX	2044133	3/11/1997
Urus Group LP	U.S.	GENEX	5374674	1/9/2018
Urus Group LP	U.S.	GENEX	5463931	5/8/2018
Urus Group LP	Madrid Protocol	GENEX	1413866	1/17/2018
Urus Group LP	U.S.	GENEX & Design	5327132	11/7/2017
Urus Group LP	U.S.	GENEX & Design	5374673	1/9/2017
Urus Group LP	U.S.	PROFIT OPPORTUNITY ANALYZER	3459888	7/1/2008
Urus Group LP	Madrid Protocol	RUMILIFE	1401905	4/17/2018
Urus Group LP	U.S.	RUMILIFE	5162446	3/14/2017
Urus Group LP	U.S.	RUMILIFE	5152510	2/28/2017

Grantor	Country	Mark	Registration No.	Registration Date
Urus Group LP	U.S.	RUMILIFE & Design	5162448	3/14/2017
Urus Group LP	U.S.	RUMILIFE & Design	5152511	2/28/2017
Valley Agricultural Software, Inc.	U.S.	PARLOR WATCH 305	3513448	10/7/2008
Valley Agricultural Software, Inc.	U.S.	TANK WATCH	3521641	10/21/2008
Valley Agricultural Software, Inc.	U.S.	WEIGHRITE	3521626	10/21/2008

Trademark Applications

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
Urus Group LP	China	AGSOURCE	22763337	2/7/2017
Urus Group LP	U.S.	AGSOURCE & Design	87/725,949	12/19/2017
Urus Group LP	China	AGSOURCE LABORATORIES	22763338	2/7/2017
Urus Group LP	Brazil	CRI & Circle Design	912315350	
Urus Group LP	Brazil	CRI & Circle Design	912315431	
Urus Group LP	Argentina	GENEX	3687336	
Urus Group LP	Canada	GENEX	1878468	

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
Urus Group LP	Brazil	GENEX	914274627	
Urus Group LP	Brazil	GENEX	914240250	
Urus Group LP	Brazil	GENEX	914240331	
Urus Group LP	Brazil	GENEX	914240404	
Urus Group LP	U.S.	GENEX & Design	87/618,629	9/22/2017
Urus Group LP	EM	GENEX & Design	17513367	11/23/2017
Urus Group LP	Argentina	RUMILIFE	3687339	
Urus Group LP	Brazil	RUMILIFE	914240684	
Urus Group LP	Canada	RUMILIFE	1885040	
Valley Agricultural Software, Inc.	Argentina	VAS	3663819	
Valley Agricultural Software, Inc.	Argentina	VAS	3663820	
Valley Agricultural Software, Inc.	Argentina	VAS AT THE HEART OF YOUR DAIRY	3663821	
Valley Agricultural Software, Inc.	Argentina	VAS AT THE HEART OF YOUR DAIRY	3663822	
Valley Agricultural Software, Inc.	Benelux	VAS AT THE HEART OF YOUR DAIRY	1364756	
Valley Agricultural Software, Inc.	Canada	VAS AT THE HEART OF YOUR DAIRY	1876961	

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
Valley Agricultural Software, Inc.	Canada	VAS AT THE HEART OF YOUR DAIRY	1879500	
Valley Agricultural Software, Inc.	Chile	VAS AT THE HEART OF YOUR DAIRY	1272793	
Valley Agricultural Software, Inc.	Benelux	VAS	1364762	
Valley Agricultural Software, Inc.	Canada	VAS	1875831	
Valley Agricultural Software, Inc.	Chile	VAS	1272791	
Valley Agricultural Software, Inc.	U.S.	DAIRYCOMP	87-891,478	
Valley Agricultural Software, Inc.	U.S.	DC305	87-891,472	
Valley Agricultural Software, Inc.	U.S.	FEEDCOMP	87-891,479	
Valley Agricultural Software, Inc.	U.S.	FEEDWATCH	87-881,096	
Valley Agricultural Software, Inc.	U.S.	PARLORCOMP	87-891,477	
Valley Agricultural Software, Inc.	U.S.	PARLORWATCH	88-112,642	

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
Valley Agricultural Software, Inc.	U.S.	VAS	88-056,064	
Valley Agricultural Software, Inc.	U.S.	DAIRYCOMP 305	87-881,081	
Valley Agricultural Software, Inc.	U.S.	POCKET COWCARD	87-881,100	
Valley Agricultural Software, Inc.	U.S.	VAS	87-881,114	
Valley Agricultural Software, Inc.	U.S.	VAS	88-056,081	
Valley Agricultural Software, Inc.	U.S.	VAS DAIRY INTELLIGENCE	87-881,102	
Valley Agricultural Software, Inc.	U.S.	AT THE HEART OF YOUR DAIRY	87-881,121	