

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498942

<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>
AG Growth International Inc.		11/14/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	595 Bay Street		
<b>Internal Address:</b>	CPS-5th Floor West		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5G 2C2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2860954	CENTURION	
<b>Registration Number:</b>	2564139	C-RING	
<b>Registration Number:</b>	3585312	EASYAER	
<b>Registration Number:</b>	3257076	EASYFLOW	
<b>Registration Number:</b>	4538123	GRAIN GUARD	
<b>Serial Number:</b>	87359596	GUARDIAN	
<b>Serial Number:</b>	88064492	LOCK-N-LOAD	
<b>Serial Number:</b>	87843855	CROSS-VAULT	
<b>Registration Number:</b>	2942279	MAGNUM-F	
<b>Registration Number:</b>	2942280	MAGNUM-G	
<b>Registration Number:</b>	4848827	RDC-RING	
<b>Registration Number:</b>	2870788	REM	
<b>Registration Number:</b>	5513350	REM	
<b>Registration Number:</b>	4485546	RETRO ROCKET	
<b>Registration Number:</b>	5513892	SEEDSTOR	
<b>Registration Number:</b>	2649837	SEED-STOR	
<b>Registration Number:</b>	4673690	SPEED PLATE	
<b>Registration Number:</b>	3618078	TRAVELER	

OP \$740.00 2860954

Property Type	Number	Word Mark
Registration Number:	5169129	VR TECHNOLOGY
Registration Number:	4848740	W
Registration Number:	1280478	WESTEEL
Registration Number:	3401767	WESTEEL EASYCHECK
Registration Number:	1327974	WESTEEL WIDE-CORR.
Registration Number:	1794696	WESTFIELD
Registration Number:	1641037	WESTFIELD
Registration Number:	3713900	WESTOR
Registration Number:	3724310	WESTOR
Registration Number:	2892060	ZERO GROUND DISTURBANCE
Registration Number:	3704113	ROAD-VAULT

**CORRESPONDENCE DATA**

Fax Number: 4168657380

*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: 416-865-7697

Email: jkkim@torys.com

Correspondent Name: Julie Kim

Address Line 1: Torys LLP

Address Line 2: 79 Wellington Street, 30th Floor

Address Line 4: Toronto, CANADA M5K 1N2

NAME OF SUBMITTER:	Julie Kim
SIGNATURE:	/Julie Kim/
DATE SIGNED:	11/20/2018

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of November 14, 2018, by AG GROWTH INTERNATIONAL INC. ("Grantor"), and CANADIAN IMPERIAL BANK OF COMMERCE, as collateral agent for the Secured Parties under the Intercreditor Agreement (the "Agent").

### WITNESSETH

WHEREAS, Ag Growth International Inc. and Westfield Distributing (North Dakota) Inc., as borrowers (the "Borrowers"), the financial institutions and other parties thereto from time to time, as lenders (the "Lenders"), Canadian Imperial Bank of Commerce, as Canadian Agent and U.S. Agent, are *inter alios* party to a credit agreement dated as of November 14 2018 (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Credit Agreement");

WHEREAS, the Borrowers and Hansen Manufacturing Corp. ("Hansen"), as co-obligors, are *inter alios* party to the Third Amended and Restated Note Purchase and Private Shelf Agreement dated as of November 14, 2018 (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Note Agreement"); and

WHEREAS, pursuant to the terms of a U.S. Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Security Agreement"), Grantor has granted to Agent a security interest in substantially all of the assets of such Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Secured Liabilities, Grantor hereby grants to Agent, for itself and the ratable benefit of the Secured Parties, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and
  - (b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the

goodwill associated with any trademark, trademark application and/or trademark registration;


provided, however, that none of the foregoing shall be deemed to include any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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 provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.
4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.
5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**AG GROWTH INTERNATIONAL INC.,**  
as Grantor

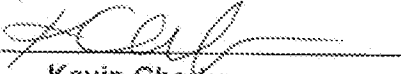
By:   
Name: Steve Sommerfeld  
Title: Executive Vice- President, Chief  
Financial Officer and Corporate Secretary

*{Signature Page to Trademark Security Agreement (AGI)}*

**TRADEMARK**  
**REEL: 006539 FRAME: 0921**

Agreed and Accepted:

**CANADIAN IMPERIAL BANK OF COMMERCE,**  
as Agent

By:   
Name: Kevin Charko  
Title: Executive Director

  
Emma Johnson  
Director

*[Signature Page to Trademark Security Agreement (AGI)]*

**TRADEMARK**  
**REEL: 006539 FRAME: 0922**

**SCHEDULE 1**

**TRADEMARKS**

<b>Mark</b>	<b>Registration #</b>	<b>Country</b>	<b>Status</b>	<b>Registered Owner</b>
Centurion	2860954	US	Registered	Ag Growth International Inc.
	Serial #: 87843855			
Cross-Vault	Prior Registration#: 3704113	US	Applied	Ag Growth International Inc.
C-Ring	2564139	US	Registered	Ag Growth International Inc.
Easyaer	3585312	US	Registered	Ag Growth International Inc.
Easyflow	3257076	US	Registered	Ag Growth International Inc.
Grain Guard	4538123	US	Registered	Ag Growth International Inc.
Guardian	Serial #: 87359596	US	Applied	Ag Growth International Inc.
Lock-N-Load	Serial #: 88064492	US	Applied	Ag Growth International Inc.
Magnum-F	2942279	US	Registered	Ag Growth International Inc.
Magnum-G	2942280	US	Registered	Ag Growth International Inc.
RDC-Ring	4848827	US	Registered	Ag Growth International Inc.
REM	2870788	US	Registered	Ag Growth International Inc.
REM & design	5,513,350	US	Registered	Ag Growth International Inc.
Retro Rocket	4485546	US	Registered	Ag Growth International Inc.
Road-Vault	3704113	US	Registered	Ag Growth International Inc.
Seedstor	5513892	US	Registered	Ag Growth International Inc.
Seed-Stor	2649837	US	Registered	Ag Growth International Inc.
Speed Plate	4673690	US	Registered	Ag Growth International Inc.
Traveler	3618078	US	Registered	Ag Growth International Inc.
VR Technology	5169129	US	Registered	Ag Growth International Inc.
W Design	4848740	US	Registered	Ag Growth International Inc.
Westeel	1280478	US	Registered	Ag Growth International Inc.
Westeel Easycheck	3401767	US	Registered	Ag Growth International Inc.
Westeel Wide-Corr	1327974	US	Registered	Ag Growth International Inc.
Westfield	1794696	US	Registered	Ag Growth International Inc.
Westfield & Design	1641037	US	Registered	Ag Growth International Inc.
Westor	3713900	US	Registered	Ag Growth International Inc.
Westor Design	3724310	US	Registered	Ag Growth International Inc.
Zero Ground Disturbance	2892060	US	Registered	Ag Growth International Inc.