

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515389

|   |   |                       |  |
|---|---|-----------------------|--|
| <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>                     |
| Agspring Logistics, LLC   |   | 03/15/2019            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |  |
| <b>Name:</b>  | AMERRA Capital Management, LLC, as Administrative Agent |                       |  |
| <b>Street Address:</b>  | 1140 Avenue of the Americas                             |                       |  |
| <b>City:</b>  | New York  |                       |  |
| <b>State/Country:</b>   | NEW YORK  |                       |  |
| <b>Postal Code:</b>   | 10036   |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                     |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |  |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 5209787   | AGFORCE               |  |
| <b>CORRESPONDENCE DATA</b>  |   |                       |  |
| <b>Fax Number:</b>  | 2129743205  |                       |  |
| <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> |   |                       |  |
| <b>Phone:</b>   | (212) 597-8200  |                       |  |
| <b>Email:</b>   | odonnell@lsellp.com                                     |                       |  |
| <b>Correspondent Name:</b>  | Matthew O'Donnell                                       |                       |  |
| <b>Address Line 1:</b>  | Eleven Times Square                                     |                       |  |
| <b>Address Line 2:</b>  | Luskin, Stern & Eisler LLP                              |                       |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10036                                |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Matthew O'Donnell                                       |                       |  |
| <b>SIGNATURE:</b>   | /Matthew O'Donnell/                                     |                       |  |
| <b>DATE SIGNED:</b>   | 03/21/2019  |                       |  |
| <b>Total Attachments: 3</b>   |   |                       |  |
| source=Trademark Security Agreement (Agspring Logistics)#page1.tif  |   |                       |  |
| source=Trademark Security Agreement (Agspring Logistics)#page2.tif  |   |                       |  |
| source=Trademark Security Agreement (Agspring Logistics)#page3.tif  |   |                       |  |

OP \$40.00 5209787

## GRANT OF SECURITY INTEREST

### (TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of March 15, 2019, is executed by Agspring Logistics, LLC, a Delaware limited liability company (the "Grantor"), in favor of AMERRA Capital Management, LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

A. Pursuant to that certain Credit Agreement, dated as of March 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Agspring Idaho 1, LLC, Agspring Idaho 2, LLC, Agspring Idaho, LLC, FO-ND, LLC (collectively, the "Borrowers"), Agspring, LLC, AMERRA Capital Management, LLC, as the Administrative Agent, and the lenders party thereto have agreed to extend certain credit facilities to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks and service mark registrations and applications, more particularly described on Schedule 1 annexed hereto and made a part hereof, which trademarks and service marks are registered or subject to an application for registration in the United States Patent and Trademark Office and certain foreign countries (collectively, the "Trademarks").

C. Pursuant to the Security Agreement, dated as of March 15, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Borrowers, the other entities party thereto from time to time as grantors and the Administrative Agent, the Grantor has assigned and granted to the Administrative Agent (for the ratable benefit of the Beneficiaries (as defined in the Security Agreement)) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of past, present or future infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, pledge, and grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. This Grant of Security Interest shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York.

The Administrative Agent's address is:

AMERRA Capital Management, LLC  
1140 Avenue of the Americas  
New York, NY 10036  
Attention: Craig Tashjian

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**AGSPRING LOGISTICS, LLC**

By 

Name: Bruce Chapin

Title: Chief Financial Officer

Signature Page to Grant of Security Interest (Trademarks)

**TRADEMARK**  
**REEL: 006597 FRAME: 0577**

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

| <b>Mark</b> | <b>Application/<br/>Registration Number</b> | <b>Application/<br/>Registration Date</b>  | <b>Owner</b>               |
|-------------|---|--|----------------------------|
| Agforce     | App: 86508578<br>Reg: 5209787               | App: January 20, 2015<br>Reg: May 23, 2017 | Agspring Logistics,<br>LLC |