

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agspring Idaho, LLC		03/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AMERRA Capital Management, LLC, as Administrative Agent		
Street Address:	1140 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4849215	THRESHER ARTISAN WHEAT	
Registration Number:	4849214	THRESHER · ARTISAN WHEAT · AN AGSPRING C	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(212) 597-8200		
Email:	odonnell@lsellp.com		
Correspondent Name:	Matthew O'Donnell		
Address Line 1:	Luskin, Stern & Eisler LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Matthew O'Donnell		
SIGNATURE:	/Matthew O'Donnell/		
DATE SIGNED:	03/21/2019		
Total Attachments: 3			
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OP \$65.00 4849215

GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of March 15, 2019, is executed by Agspring Idaho, 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 IDAHO, LLC

By: 

Name: Bruce Chapin

Title: Chief Financial Officer

Signature Page to Grant of Security Interest (Trademarks)

TRADEMARK
REEL: 006597 FRAME: 0592

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Application/ Registration Number	Application/ Registration Date	Owner
Thresher Artisan Wheat	App: 86396401 Reg: 4849215	App: September 16, 2014 Reg: November 10, 2015	Agspring Idaho, LLC
Thresher Artisan Wheat an Agspring Company	App: 86396389 Reg: 4849214	App: September 16, 2014 Reg: November 10, 2015	Agspring Idaho, LLC