

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROWMARK, INC.		03/29/2019	Corporation: DELAWARE
GROWMARK FS, LLC		03/29/2019	Limited Liability Company: DELAWARE
Seedway, LLC		03/29/2019	Limited Liability Company: DELAWARE
GROWMARK Energy, LLC		03/29/2019	Limited Liability Company: DELAWARE
GROWMARK FS II, LLC		03/29/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COBANK, ACB, as Collateral Agent		
Street Address:	6340 South Fiddlers Green Circle		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Federally Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5603225	RADAR	
Registration Number:	5581154	MIFIELD BY FS	
Registration Number:	5541590	ENDURE	
Registration Number:	5541589	ENDURE	
Registration Number:	5453943	MIFIELD FS	
Registration Number:	5397306	ENDURE	
Registration Number:	5397303	ENDURE	
Registration Number:	5381084	MIFIELD FS	
Registration Number:	5360625	FS	
Registration Number:	5237676	MIFIELD FS	
Registration Number:	5237675	MIFIELD BY FS	
Registration Number:	5235013	ENDURING COMMITMENTS	
Registration Number:	5121266	FS	
TRADEMARK			

OP \$565.00 5603225

Property Type	Number	Word Mark
Serial Number:	88258953	FS ENERGY
Serial Number:	88258929	FS ENERGY
Serial Number:	88258897	FS ENERGY
Serial Number:	88258881	FS ENERGY
Serial Number:	88258860	FS ENERGY
Serial Number:	88258827	FS ENERGY
Serial Number:	88241514	FS
Serial Number:	88241512	FS
Serial Number:	86779176	MIFIELD BY FS

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	036760.000033
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	04/01/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2019 (this "Agreement"), made by GROWMARK, INC., a Delaware corporation (the "Borrower"), GROWMARK FS, LLC, a Delaware limited liability company ("GFS"), Seedway, LLC, a Delaware limited liability company ("Seedway"), GROWMARK Energy, LLC, a Delaware limited liability company ("GE") and GROWMARK FS II, LLC, a Delaware limited liability company ("GFS II") and collectively with the Borrower, GFS, Seedway and GE, the "Assignors") in favor of COBANK, ACB (the "Assignee"), as collateral agent for each of the Secured Parties (as defined in the Security Agreement, the "Secured Parties"). Capitalized terms used herein not otherwise defined shall have the meanings attributed thereto in the Security Agreement (defined below).

WITNESSETH:

WHEREAS, each Assignor holds all right, title and interest in and to the Trademarks listed on Annex I attached hereto with the name of such Assignor;

WHEREAS, each Assignor has entered into the Amended and Restated Security Agreement, dated as of the date hereof (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, each Assignor has pledged and collaterally assigned to the Assignee, for the benefit of the Secured Parties, a security interest in all right, title and interest of such Assignor in, to and under the Trademarks, together with, among other things, the applications and registrations thereof, all extensions or renewals thereof, all of the goodwill of the business connected with the use thereof, all proceeds thereof, including, without limitation, any claim by each Assignor against third parties for past, present or future infringement or dilution of any of the foregoing, or for any injury to the goodwill associated with the use of any of the foregoing or for breach or enforcement of any license of any of the foregoing (collectively, the "Collateral"), to secure the payment, performance and observance of the Senior Secured Obligations (as defined in the Security Agreement, the "Obligations");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and the Assignee hereby agrees as follows:

- (a) Each Assignor does hereby pledge and collaterally assign unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a security interest in its Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Obligations.
- (b) Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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.
- (c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement (after obtaining the applicable Assignor's approval) by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any

additional Trademarks or to delete any reference to any Trademarks in which the applicable Assignor no longer has any right, title or interest.

(d) This Agreement shall be governed by and construed in accordance the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of Assignors and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each which shall constitute an original and all of which when taken together shall constitute one the same Agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by its officer thereunto as of the date and year first above written.

GROWMARK, INC., as Assignor

By: Jeffrey J. Lynch
Name: Jeff Lynch
Title: Treasurer

GROWMARK FS, LLC, as Assignor

By: Jeffrey J. Lynch
Name: Jeff Lynch
Title: Treasurer

SEEDWAY, LLC, as Assignor

By: Jeffrey J. Lynch
Name: Jeff Lynch
Title: Treasurer


GROWMARK Energy, LLC, as Assignor

By: Jeffrey J. Lynch
Name: Jeff Lynch
Title: Treasurer

GROWMARK FS II, LLC, as Assignor

By: Jeffrey J. Lynch
Name: Jeff Lynch
Title: Treasurer

COBANK, ACB, as Assignee

By: 
Name: Zachary Carpenter
Title: Vice President

GROWMARK, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006605 FRAME: 0978

Schedule 1

**Growmark, Inc.
(Delaware Corporation)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
RADAR	5603225	11/06/18
MIFIELD BY FS	5581154	10/09/18
ENDURE (Stylized)	5541590	08/14/18
ENDURE	5541589	08/14/18
MIFIELD FS and Design	5453943	04/24/18
ENDURE (Stylized)	5397306	02/06/18
ENDURE	5397303	02/06/18
MIFIELD FS and Design	5381084	01/16/18
FS	5360625	12/19/17
MIFIELD FS and Design	5237676	07/04/17
MIFIELD BY FS	5237675	07/04/17
ENDURING COMMITMENTS	5235013	07/04/17
FS and Design	5121266	01/10/17

Trademark Applications

Mark	Appl. No.	Filing Date
FS ENERGY	88258953	01/11/19
FS ENERGY	88258929	01/11/19
FS ENERGY	88258897	01/11/19
FS ENERGY	88258881	01/11/19
FS ENERGY	88258860	01/11/19
FS ENERGY	88258827	01/11/19
FS	88241514	12/26/18
FS	88241512	12/26/18
MIFIELD BY FS	86779176	10/06/15