

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Agri Brands LLC		04/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88156661	SWIFT 77	
Serial Number:	88156673	GOLDRUSH 91	
CORRESPONDENCE DATA			
Fax Number:	3038931379		
<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:	3038927353		
Email:	pantea.garroussi@dgsllaw.com		
Correspondent Name:	Pantea Garroussi		
Address Line 1:	1550 17th Street		
Address Line 2:	Suite 500		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Pantea Garroussi		
SIGNATURE:	/Pantea Garroussi/		
DATE SIGNED:	04/15/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of April 12, 2019, by and between Northern Agri Holdings, LLC, a Delaware limited liability company ("**Holdings**"), Northern Agri Intermediate Holdings, LLC, a Delaware limited liability company ("**Borrower**"), Northern Seed, LLC, a Montana limited liability company ("**NS**"), Northern Agri Brands, LLC, a Delaware limited liability company ("**NAB**"), NAH WF Holdings, LLC, a Delaware limited liability company ("**NAHWF**"), Northern Seed Service, Inc., a Montana corporation ("**NSS**"), Northern Seed Intermediate Holdings, LLC, a Delaware limited liability company ("**NSIH**" and, together with Holdings, Borrower, NS, NAB, NAHWF and NSS, collectively the "**Companies**"), and CIBC Bank USA (the "**Bank**").

A. WHEREAS, the Companies and the Bank have entered into the Loan and Security Agreement, dated as of the date hereof (the "**Loan Agreement**"), pursuant to which the Companies grant to the Bank a security interest in the assets of the Companies;

B. WHEREAS, the Companies are executing and delivering this Agreement to further confirm the grant to the Bank for the benefit of the Bank a continuing security interest in all of the IP Collateral (as defined below) to secure all Secured Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Bank to make the Loans to the Companies pursuant to the Loan Agreement, Companies agree, for the benefit of the Bank, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Company does hereby mortgage, pledge and hypothecate to the Bank, and grant to the Bank a security interest in, all of the following property of such Company (collectively, the "**IP Collateral**"), whether now owned or hereafter acquired or existing:

(a) All rights to inventions and improvements, all letters patents, patent applications and patentable inventions, plant varieties, inventions protected under the Plant Variety Protection Act, and applications for protection under the Plant Variety Protection Act, the patents and patent applications, protected plant varieties and applications to protect plant varieties as identified on Schedule 1 attached hereto and made a part hereof, and including without limitation, (i) all plant varieties, inventions and improvements described and claimed therein, and patentable and otherwise protectable inventions, (ii) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any patents, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all patent licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), (v) all rights in license agreements with any other party in connection with any of the inventions identified in this Section 2(a), whether a Company is a licensor or a licensee under any such license agreement, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses, (vi) all rights corresponding thereto and all other rights of any kind whatsoever of a Company accruing thereunder or pertaining thereto, and (vii) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Companies against third parties for past, present, or future infringement of any patent, patent applications, plant variety, or licenses and all rights corresponding thereto throughout the world referred, or for breach or enforcement of any license.

(b) All trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income,

royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), (iii) all rights corresponding thereto and all other rights of any kind whatsoever of a Company accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin, (iv) all license agreements with any other party in connection with any of the trademarks or such other party's names or trademarks, whether a Company is a licensor or a licensee under any such license agreement, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses, and (v) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Companies against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, or for any injury to the goodwill associated with the use of any trademark or for breach or enforcement of any trademark license.

3. Security Agreement. This Agreement has been executed and delivered by the Companies for the purpose of registering and recording the security interest of the Bank in the IP Collateral with the United States Patent and Trademark Office, the Plant Variety Protection Office, and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Loan Agreement as security for the discharge and performance of the Secured Obligations. The Loan Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

5. Acknowledgment. The Companies do hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the IP Collateral hereunder are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. This Agreement is executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Intellectual Property Security Agreement as of the date first above written.

COMPANIES:

BANK:

NORTHERN AGRI HOLDINGS, LLC

CIBC BANK USA

By: K. J. Mitchell
Name: Kevin J. Mitchell
Title: Vice President

By: _____
Name: _____
Title: _____

NORTHERN AGRI INTERMEDIATE HOLDINGS, LLC

By: K. J. Mitchell
Name: Kevin J. Mitchell
Title: Vice President

NORTHERN SEED, LLC

By: K. J. Mitchell
Name: Kevin J. Mitchell
Title: Vice President

NORTHERN AGRI BRANDS, LLC

By: K. J. Mitchell
Name: Kevin J. Mitchell
Title: Vice President

NAH WF HOLDINGS, LLC

By: K. J. Mitchell
Name: Kevin J. Mitchell
Title: Vice President

NORTHERN SEED SERVICE, INC

By: K. J. Mitchell
Name: Kevin J. Mitchell
Title: Vice President

NORTHERN SEED INTERMEDIATE HOLDINGS, LLC

By: K. J. Mitchell
Name: Kevin J. Mitchell
Title: Vice President

Intellectual Property Security Agreement

IN WITNESS WHEREOF, the parties hereto have entered into this Intellectual Property Security Agreement as of the date first above written.

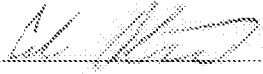
COMPANIES:

BANK:

NORTHERN AGRI HOLDINGS, LLC

CIBC BANK USA

By: _____

By:  _____

Name:

Name: *Cole Anderson*

Title:

Title: *Officer*

NORTHERN AGRI INTERMEDIATE HOLDINGS, LLC

By: _____

Name:

Title:

NORTHERN SEED, LLC

By: _____

Name:

Title:

NORTHERN AGRI BRANDS, LLC

By: _____

Name:

Title:

NAH WF HOLDINGS, LLC

By: _____

Name:

Title:

NORTHERN SEED SERVICE, INC.

By: _____

Name:

Title:

NORTHERN SEED INTERMEDIATE HOLDINGS, LLC

By: _____

Name:

Title:

Intellectual Property Security Agreement

SCHEDULE 1

IP COLLATERAL

Patents

US Patent No. 7,307,202

Subject to U.S. Patent No. 7,307,202

118 - Variety Patent

Protected Plant Varieties

9600361 TRITICALE, 498

9700391 TRITICALE, 762

9800375 TRITICALE, 815

9900400 TRITICALE, 105

9900401 TRITICALE, 111

200200215 TRITICALE, 348

200200216 TRITICALE, 336

200200267 TRITICALE, 2115

200200268 TRITICALE, 308

200200269 TRITICALE, 2205

200300338 TRITICALE, 346

200300339 TRITICALE, 1029S

200400001 TRITICALE, 314

200400002 TRITICALE, 96

200600303 TRITICALE, 98

200600304 TRITICALE, 116

200800401 TRITICALE, 888

200900444 TRITICALE, 718

201100152 TRITICALE, 718S

201200082 TRITICALE, SY 115T

201200083 TRITICALE, SY 158T

201200084 TRITICALE, 141

201400328 TRITICALE, SY TF 131

201400329 TRITICALE, SY TF 813

201500374 TRITICALE, SY TF 135

201600410 TRITICALE, 946802617, 154

201700035 TRITICALE, 1143 - co-owned with Florida Foundation Seed Producers, Inc.

201700386 TRITICALE, 618491724 - pending

201700387 TRITICALE, 641512175 - pending

201700388 TRITICALE, 261216487 - pending

201700389 TRITICALE, 841446398 - pending

201800154 TRITICALE, 348612571 - pending

201800155 TRITICALE, 530690862 - pending

Other

RSI 202567 - is PVP variety name 641512175
and sold as TriCal Surge

Other

SY TF 154 - is PVP variety name 946802617
and sold as TriCal Gainer Brand

U.S. Trademarks

SWIFT 77; application #88156661

COLDRUSH91; application #88156673