

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM532497

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harvey Fertilizer and Gas Co.		07/08/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	150 Fayetteville Street, 6th Floor		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27601		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4654490	YIELD PLATFORM	
<b>Registration Number:</b>	4622091	AGRIPOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	07/18/2019		
<b>Total Attachments: 5</b>			
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## Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 8, 2019, is made by the entity identified on the signature page hereto as the IP Grantor (the "*IP Grantor*"), in favor of Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "*Administrative Agent*") for the ratable benefit of the Secured Parties, including for the banks and other financial institutions (the "*Lenders*") from time to time parties to the Amended and Restated Credit Agreement dated as of June 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Harvey Fertilizer and Gas Co. (the "*Borrower*"), Administrative Agent, and the Lenders.

### WITNESSETH

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Extensions of Credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the IP Grantor is party to the Second Amended and Restated Security Agreement dated as of July 8, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Grantors and Administrative Agent, pursuant to which the IP Grantor is required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective Extensions of Credit to the Borrower under the Credit Agreement, the IP Grantor hereby agrees with the Administrative Agent as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Security Agreement, as the context may require.

Section 2 Grant of Security Interest in Trademark Collateral. The IP Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the IP Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*");

all of its Trademarks and all Trademark Licenses providing for the grant by or to the IP Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the IP Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4 IP Grantor Remains Liable. The IP Grantor hereby agrees that, anything herein to the contrary notwithstanding, the IP Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 5 Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Section 6 Governing Law. THIS TRADEMARK SECURITY 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 TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NORTH CAROLINA.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the IP Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HARVEY FERTILIZER AND GAS CO.

as IP Grantor

By: 

Name: Edward Cooper

Title: Secretary - Treasurer

ACCEPTED AND AGREED as of the date first above written

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

[Signature Page - Trademark Security Agreement]

TRADEMARK  
REEL: 006697 FRAME: 0274

IN WITNESS WHEREOF, the IP Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HARVEY FERTILIZER AND GAS CO.  
as IP Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED as of the date  
first above written

WELLS FARGO BANK, NATIONAL ASSOCIATION  
as Administrative Agent

By: Robert E. Hammerley, Jr.  
Name: ROBERT E. HAMMERLEY, JR.  
Title: SENIOR VICE PRESIDENT

[Signature Page -- Trademark Security Agreement]

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**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

**1. REGISTERED TRADEMARKS**

Citation	Mark	Design Type	Registration No.	Filed Date	Registration Date	Owner	Jurisdiction	Design
NCTM 18181	CAROLINA TOWN & COUNTRY	Word only			November 14, 2009	HARVEY FERTILIZER AND GAS CO	North Carolina	
FEDTM 88145707	YIELD PLATFORM	Block letters	FEDTM 4854480	December 17, 2013	December 09, 2014	HARVEY FERTILIZER AND GAS COMPANY	U.S. Federal	YIELD PLATFORM
FEDTM 85882906	AGRIPOP	Block letters	FEDTM 4822061	March 28, 2013	October 14, 2014	HARVEY FERTILIZER AND GAS COMPANY	U.S. Federal	AgriPOP

**2. TRADEMARK APPLICATIONS**

None

**3. TRADEMARK LICENSES**

None