# CH \$215.00 303123

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM542267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Wenger Group, Inc.		09/23/2019	Corporation: PENNSYLVANIA

## **RECEIVING PARTY DATA**

Name:	Fulton Bank, National Association	
Street Address:	One Penn Square	
Internal Address:	PO Box 4887	
City:	Lancaster	
State/Country:	PENNSYLVANIA	
Postal Code:	17604	
Entity Type:	Chartered Bank: PENNSYLVANIA	

## **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3031233	WENGER FEEDS
Registration Number:	3056894	QUALITY FEED FOR QUALITY FOOD
Registration Number:	3570453	SOYCHOICE
Registration Number:	3681208	FEED OPTIMIZER
Registration Number:	5375689	NUTRIFY
Registration Number:	5486905	NUTRIFY
Serial Number:	88475934	QUALQUEST
Serial Number:	88571193	WENGERWAY

### CORRESPONDENCE DATA

**Fax Number:** 6103718506

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:** 6099877050

Email: ejs@stevenslee.com

Correspondent Name: Elliott J. Stein
Address Line 1: 100 Lenox Drive

Address Line 2: Suite 200

Address Line 4: Lawrenceville, NEW JERSEY 08648

NAME OF SUBMITTER: Elliott J. Stein

REEL: 006753 FRAME: 0343

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SIGNATURE:	/varlawyer/	
DATE SIGNED:	09/24/2019	
Total Attachments: 3		
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TRADEMARK REEL: 006753 FRAME: 0344

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2019, is made by The Wenger Group, Inc., a Pennsylvania corporation having an address of 101 W. Harrisburg Ave P.O. Box 26, Rheems, PA 17570 ("Grantor"), in favor of Fulton Bank, National Association ("Fulton Bank"), a chartered bank having an address of One Penn Square PO Box 4887, Lancaster PA 17604, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

#### WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement, dated as of September 23, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among The Wenger Group, Inc., WFM Transport, Inc., Nutrify, LLC, Wenger Feeds, LLC, Dutchland Farms, LLC, Wenger Corporate Services, LLC, and LSF Ag Group, LLC, the Borrower Representative, the Lenders and Fulton Bank, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, and in order to secure the Borrowers' obligations thereunder, the Grantor and the Agent entered into a Security Agreement dated the date hereof (as amended, supplemented or otherwise modified from time to time: the "Security Agreement"), pursuant to which Grantor has granted to the Agent a lien on and security interest in, among other things, all of the Grantor's rights, title, and interest in and to all Trademarks (as defined in the Security Agreement), whether then owned or thereafter acquired or created by the Grantor, including, without limitation, the trademarks and trademark applications listed on Schedule A hereto and owned by Grantor (the "Trademark Collateral").

The parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Agent with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

- 1. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.
- 2. The Grantor grants to the Agent a lien on and security interest in all of their respective right, title and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.
- 3. The Grantor further agrees that, without further consideration, it shall: (i) diligently protect and maintain such Trademark Collateral and shall not abandon, cancel or take any action as may adversely affect such Trademark Collateral; (ii) execute, and cause its officers, employees and contractors to execute, such other assignments, powers of attorney or other documents as Agent may request in regard to such Trademark Collateral or future applications to register, renew or extend the same; and (iii) take such other action as Agent may request.

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IN WITNESS WHEREOF, the 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.

THE WENGER GROUP, INC.

as Grantor

By:

Name: Timothe A. Appleby

Title: Treasurer

ACCEPTED AND AGREED as of the date first above written:

FULTON BANK, NATIONAL ASSOCIATION as Agent

By: For J Herry

Name: Coren F. Hershay

Title: VP- Commortal Relationship Manager

# SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

## 1. REGISTERED TRADEMARKS

Grantor	Mark	Reg. No.	Reg. Date	- Country
The Wenger	WENGER FEEDS	3031233	December 20, 2005	U.S.
Group, Inc.				
("TWG")				
TWG	QUALITY FEED	3056894	February 7, 2006	U.S.
	FOR QUALITY			
	FOOD			
TWG	SOYCHOICE	3570453	February 3, 2009	U.S.
TWG	FEED	3681208	September 8, 2009	U.S.
	OPTIMIZER		_	
TWG	NUTRIFY (word)	5375689	January 9, 2018	U.S.
TWG	NUTRIFY (design)	5486905	June 5, 2018	U.S.

# 2. TRADEMARK APPLICATIONS

Grantor	Mark	Application No. 👒	Application Date	Country
TWG	QUALQUEST	88/475934	June 17, 2019	U.S.
TWG	WENGERWAY	88/571193	August 8, 2019	U.S.

## 3. IP LICENSES

Agreement Name	Parties	Date

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