

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROWMARK, INC.		03/24/2022	Corporation: DELAWARE
GROWMARK FS, LLC		03/24/2022	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: 32			
Property Type	Number	Word Mark	
Registration Number:	4286525	RAPID LIME	
Registration Number:	4195615	RAPID GYPSUM	
Registration Number:	4077476	PRO-CAL	
Registration Number:	4074343	SOLU-CAL	
Registration Number:	3702822	SOLU-LIME	
Registration Number:	6630027	FS INSPIRE	
Registration Number:	6206726	AGVALIDITY	
Registration Number:	6086999	AGVALIDITY	
Registration Number:	5789685	SANUS	
Registration Number:	2032464	SUPERGOLD	
Registration Number:	1849767	SG	
Serial Number:	90538620	GROWMARK FS	
Serial Number:	90538607	MYFS	
Serial Number:	90535512	MYFS	
Serial Number:	90535502	MYFS	
Serial Number:	90535494	MYFS	
Serial Number:	90526567	GROWMARK FS	
Serial Number:	90526560	GROWMARK FS	

OP \$815.00 4286525

Property Type	Number	Word Mark
Serial Number:	90526557	GROWMARK FS
Serial Number:	90526551	GROWMARK FS
Serial Number:	90526543	GROWMARK FS
Serial Number:	90526538	GROWMARK FS
Serial Number:	90526531	GROWMARK FS
Serial Number:	90526524	GROWMARK FS
Serial Number:	90526514	GROWMARK FS
Serial Number:	90514358	PRO-EMERGE
Serial Number:	90472119	MYGROWMARK
Serial Number:	90472117	MYGROWMARK
Serial Number:	90472106	MYGROWMARK
Serial Number:	90072107	FS COVERTEC
Serial Number:	88691069	FS
Serial Number:	88688731	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:	036970.000033
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	03/24/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 24, 2022 (this “Agreement”), made by GROWMARK, INC., a Delaware corporation (the “Borrower”), and GROWMARK FS, LLC, a Delaware limited liability company (“GFS” and collectively with the Borrower, 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 Second Amended and Restated Security Agreement, dated as of March 24, 2022 (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.

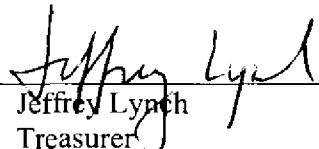
(f) This Agreement may be executed in any number of counterparts, each which shall constitute an original and all of which when taken together shall constitute one the same Agreement.

[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.

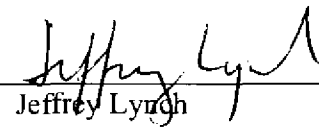
GROWMARK, INC., as Assignor

By: _____


Name: Jeffrey Lynch
Title: Treasurer

GROWMARK FS, LLC, as Assignor

By: _____


Name: Jeffrey Lynch
Title: Treasurer

GROWMARK, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
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COBANK, ACB, as Assignee

By: _____

Name: Michael Tousignant

Title: Vice President

GROWMARK, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
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ANNEX I

**Growmark FS, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
RAPID LIME	4286525	02/05/2013
RAPID GYPSUM	4195615	08/21/2012
PRO-CAL	4077476	12/27/2011
SOLU-CAL	4074343	12/20/2011
SOLU-LIME	3702822	10/27/2009

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

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
FS INSPIRE	6630027	01/25/2022
AGVALIDITY	6206726	11/24/2020
AGVALIDITY	6086999	06/23/2020
SANUS	5789685	06/25/2019
SUPERGOLD	2032464	01/21/1997
SG and Design	1849767	08/16/1994

Trademark Applications

Mark	Appl. No.	Filing Date
GROWMARK FS	90538620	02/22/2021
MYFS	90538607	02/22/2021
MYFS	90535512	02/19/2021
MYFS	90535502	02/19/2021
MYFS	90535494	02/19/2021
GROWMARK FS	90526567	02/12/2021
GROWMARK FS	90526560	02/12/2021
GROWMARK FS	90526557	02/12/2021
GROWMARK FS	90526551	02/12/2021
GROWMARK FS	90526543	02/12/2021
GROWMARK FS	90526538	02/12/2021
GROWMARK FS	90526531	02/12/2021
GROWMARK FS	90526524	02/12/2021
GROWMARK FS	90526514	02/12/2021

PRO-EMERGE	90514358	02/05/2021
MYGROWMARK	90472119	01/18/2021
MYGROWMARK	90472117	01/18/2021
MYGROWMARK	90472106	01/18/2021
FS COVERTEC	90072107	07/24/2020
FS and Design	88691069	11/13/2019
FS and Design	88688731	11/12/2019