

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719328

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Albaugh, LLC		04/06/2022	Limited Liability Company: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Bank USA, N.A., as Collateral Agent		
<b>Street Address:</b>	452 5th Avenue (8E6)		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 82</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	6034577	AEGIS	
Registration Number:	5662110	AGGRESSOR	
Registration Number:	2737152	AGRI STAR	
Registration Number:	3403999	AGRI STAR	
Registration Number:	5112775	ALBAUGH	
Registration Number:	2579851	AQUA STAR	
Registration Number:	4919425	AZOXYSTAR	
Registration Number:	4919497	AZOXY TEB	
Registration Number:	4200049	BATTLE STAR	
Registration Number:	5582045	BIFENAMITE	
Registration Number:	5219071	BIOST	
Registration Number:	5503685	BIOST	
Registration Number:	5503684	BIOST	
Registration Number:	2493269	BROX	
Registration Number:	0745634	BUTYRAC	
Registration Number:	4777448	CAMO	
Registration Number:	5780486	CLEANER FIELDS. HIGHER YIELDS.	
Registration Number:	2574801	CLEAROUT	
Registration Number:	4974992	COVER	

CH \$2065.00 6034577

Property Type	Number	Word Mark
Registration Number:	5024073	COVER XL
Registration Number:	5303231	CROSSCUT SELECT
Registration Number:	3313339	CROSSROAD
Registration Number:	6487257	CRUSADER
Registration Number:	3862074	DICAMBA HD
Registration Number:	6254342	ENVIRO PRIME
Registration Number:	2439341	EXTREME
Registration Number:	6420854	F VALUE
Registration Number:	6680474	F VALUE
Registration Number:	5933780	FAIRVIEW SELECT
Registration Number:	2574381	FALLOW STAR
Registration Number:	2458523	FIVE STAR
Registration Number:	2889470	GLY STAR
Registration Number:	3874958	GLYSTAR GOLD
Registration Number:	2750792	GLY-STAR PLUS
Registration Number:	5037883	GLY STAR K-PLUS
Registration Number:	5596474	HEXAMITE
Registration Number:	3292189	IMIDASTAR
Registration Number:	5892654	IMAZACAST
Registration Number:	0988718	KRENITE
Registration Number:	6487284	LANCER
Registration Number:	1303435	LANDMASTER
Registration Number:	3319096	MACHO
Registration Number:	3101464	MEPSTAR
Registration Number:	5323873	MEPSTAR 6X
Registration Number:	6622887	MERCURIA
Registration Number:	6076197	MESOCORE
Registration Number:	6412201	MICROP
Registration Number:	2344667	MILO- PRO
Registration Number:	2292697	NU-COP
Registration Number:	2901517	ORCHARD STAR
Registration Number:	3370025	OXYSTAR
Registration Number:	6608428	PRIME SOURCE
Registration Number:	6283442	PRIORITY
Registration Number:	4048961	PROPI-STAR
Registration Number:	3171954	QUINSTAR
Registration Number:	2476540	RANGE STAR
Registration Number:	5302980	RESONATE

Property Type	Number	Word Mark
Registration Number:	6335587	RIVAL
Registration Number:	3392380	SONOMA
Registration Number:	3275888	SPUR
Registration Number:	4800946	SURMISE
Registration Number:	3177582	TEBUSTAR
Registration Number:	3419272	THUNDER
Registration Number:	3423484	THUNDER MASTER
Registration Number:	5292616	VULTURE
Serial Number:	90752060	ACE
Serial Number:	90752480	ANCHOR
Serial Number:	97174853	AZKICKR
Serial Number:	90326629	CABALLERO
Serial Number:	97338774	CLORVANTE
Serial Number:	88486210	CONCENTRATED PERFORMANCE
Serial Number:	97110417	CRESCENDO
Serial Number:	90752597	EPIC
Serial Number:	90769804	H VALUE
Serial Number:	90769872	I VALUE
Serial Number:	90752664	LEGEND
Serial Number:	97165056	NATURE'S SCIENCE
Serial Number:	90529400	OZONE
Serial Number:	90780381	QUINTESSENTIAL
Serial Number:	90780398	SUBLIME
Serial Number:	97003839	THRIVE
Serial Number:	90780416	TRIAD-T SELECT

**CORRESPONDENCE DATA**

**Fax Number:** 2123548113

*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.*

**Email:** iprecordations@whitecase.com

**Correspondent Name:** Sydney Crute

**Address Line 1:** 1221 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 1116065-0026-CZ49

**NAME OF SUBMITTER:** Sydney Crute

**SIGNATURE:** /Sydney Crute/

**DATE SIGNED:** 04/06/2022

**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated April 6, 2022, is between the Person listed on the signature pages hereof (the “Grantor”) and HSBC Bank USA, N.A., as Collateral Agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Albaugh, LLC (the “Borrower”) entered into the Credit Agreement, dated as of May 30, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including as amended and restated as of December 21, 2017 and as further amended and restated as of April 6, 2022, the “Agreement”), among the Borrower, each lender from time to time party hereto (collectively, the “Lenders” and individually, a “Lender”) and HSBC Bank USA, N.A., as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the L/C Issuers from time to time, the provision of Ancillary Facilities by the Ancillary Lenders from time to time, the entry by the Hedge Banks into Secured Hedge Agreements from time to time and the entry by the Cash Management Banks into Secured Cash Management Agreements from time to time, the Grantor has executed and delivered that certain U.S. Pledge and Security Agreement dated May 30, 2014, among the Grantor, the Collateral Agent, and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Pledge and Security Agreement.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

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

DEFINITIONS

**Section 1. Grant of Security.** As security for the payment or performance, as the case may be, in full of all of the Obligations when due, the undersigned hereby unconditionally grants and pledges to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and lien on, the undersigned’s right, title and interest in and to the Collateral, in each case, as to each type of property described below, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising, including the following (the “Collateral”):

(i) all patents and patent applications, including as set forth in Schedule A hereto (the “Patents”);

(ii) all trademark registrations and trademark applications, including as set forth in Schedule B hereto (provided that no security interest shall be granted in any United States “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 et. seq., prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues

from such intent-to-use application under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

(iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

**Section 2. Security for Obligations.** The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

**Section 3. Recordation.** The Grantor authorizes and requests that the Commissioner for the Patents, the Commissioner for Trademarks and any other applicable domestic government officer record this IP Security Agreement.


**Section 4. Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**Section 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

**Section 6. Governing Law; Submission to Jurisdiction; Waiver of Venue; Service of Process; Waiver of Right to Trial by Jury, Etc.** THE PROVISIONS OF SECTION 25 OF THE PLEDGE AND SECURITY AGREEMENT ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE, MUTATIS MUTANDIS, AND EACH PARTY HERETO AGREES TO BE BOUND THEREBY, AS IF FULLY SET FORTH HEREIN.

IN WITNESS WHEREOF, The Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

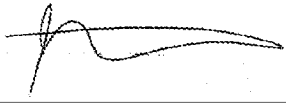
**ALBAUGH, LLC**

By:   
\_\_\_\_\_  
Name: Kurt Pedersen Kaalund  
Title: Group Chief Executive Officer

[Signature Page to Supplemental Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007683 FRAME: 0071**

**HSBC BANK USA, N.A.,**  
as Collateral Agent

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

Name: Jad Atallah  
Title: Managing Director

[Signature Page to Supplemental Intellectual Property Security Agreement]