OP \$140.00 5053329

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM752596

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|-------------------|--|
| NATURE OF CONVEYANCE: | SECURITY INTEREST | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|-------------------|
| Landus Cooperative | | 08/31/2022 | Corporation: IOWA |

RECEIVING PARTY DATA

| Name: | CoBank, ACB | |
|-----------------|--|--|
| Street Address: | 6340 S Fiddlers Green Circle | |
| City: | Greenwood Village | |
| State/Country: | COLORADO | |
| Postal Code: | 80111 | |
| Entity Type: | a federally chartered instrumentality: UNITED STATES | |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------|
| Registration Number: | 5053329 | N-TENSIFICATION |
| Serial Number: | 90869839 | GROW REWARDS PROGRAM |
| Serial Number: | 90869820 | GROW AG |
| Serial Number: | 90869800 | GROW SOLUTIONS CENTER |
| Serial Number: | 90869768 | GROW |

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 6127666911

Email: susan.carlson@faegredrinker.com
Correspondent Name: Susan Carlson, Faegre Drinker Biddle

Address Line 1: 90 S 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

| NAME OF SUBMITTER: | Susan Carlson | |
|--------------------|-------------------|--|
| SIGNATURE: | /e/ Susan Carlson | |
| DATE SIGNED: | 08/31/2022 | |

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Agreement is made as of August 31, 2022 by and between LANDUS COOPERATIVE, a cooperative association formed under the laws of the State of Iowa (the "**Debtor**"), and COBANK, ACB, a federally chartered instrumentality of the United States, as administrative agent (in such capacity, the "**Secured Party**") for the Lender Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Debtor, the Secured Party and the Lenders (as defined therein) from time to time party thereto, the Lenders have agreed to make advances and grant certain other financial accommodations to the Borrower.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtor of a Security Agreement dated as of April 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Debtor granted the Secured Party a security interest in substantially all of the Debtor's personal property.

Pursuant to the Security Agreement, the Debtor has been requested to execute and deliver this Agreement to the Secured Party.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. **Definitions.**

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

"Trademark Collateral" means all right, title and interest of the Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Trademarks, including the Specified Trademarks.
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, preissuance recoveries and other violations of Trademarks.
- (iv) All present and future license agreements with respect to the Trademarks.
- (v) All proceeds of any and all of the foregoing.

"Specified Trademark" means each of the Trademarks listed on <u>Schedule A</u>, together with all divisions, foreign counterparts, renewals and extensions thereof.

"Trademark" means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

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2. Grant of Security Interest.

In order to secure the Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Trademark Collateral.

3. Representations and Warranties.

The Debtor represents and warrants that the Debtor owns each of the Specified Trademarks, free and clear of any Lien other than Permitted Liens.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtor and the Secured Party with respect to the Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect and Supplement.

This Agreement is in addition to (and does not replace or otherwise modify) any other Trademark Security Agreement or other security instrument or agreement delivered by the Debtor or any other Obligor (as defined in the Credit Agreement) to the Secured Party.

Signature pages follow.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

LANDUS COOPERATIVE

Name: Mark w Miner

Title: C 40

COBANK, ACB

Name:

Title:

Signature Page to Trademark Security Agreement

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>United States Registrations – Federal</u>

| Mark | Registration No. | Registration Date | Current Owner/ Applicant |
|-----------------|------------------|-------------------|-----------------------------|
| N-TENSIFICATION | 5053329 | October 4, 2016 | Landus Cooperative |

<u>United States Applications – Federal</u>

| Mark | Application No. | Application Date | Current Owner/ |
|------------------------------|-----------------|------------------|--------------------|
| | | | Applicant |
| GROW Rewards Program | 90869839 | 8/6/2021 | Landus Cooperative |
| GROW Ag | 90869820 | 8/6/2021 | Landus Cooperative |
| GROW Solutions Center | 90869800 | 8/6/2021 | Landus Cooperative |
| GROW | 90869768 | 8/6/2021 | Landus Cooperative |

<u>United States – State</u>

None

<u>Foreign</u>

| Country | Mark | Registration No. | Registration Date | Current Owner/ Applicant |
|-----------|------------------|------------------|-------------------|-----------------------------|
| Argentina | SOYPLUS | 2799470 | December 16, 2005 | Landus Cooperative |
| Argentina | SOYPLUS (Design) | 2799471 | December 16, 2005 | Landus Cooperative |
| Brazil | SOYPLUS | 824341597 | November 18, 2014 | Landus Cooperative |
| Chile | SOYPLUS | 983816 | July 29, 2002 | Landus Cooperative |
| China | SOYPLUS | 24882625 | June 21, 2018 | Landus Cooperative |
| Argentina | SOYCHLOR | 2580869 | July 8, 2013 | Landus Cooperative |
| Chile | SOYCHLOR | 984981 | July 29, 2002 | Landus Cooperative |
| China | SOYCHLOR | 39040427 | March 14, 2020 | Landus Cooperative |
| Spain | SOYCHLOR | 2451798 | August 5, 2002 | Landus Cooperative |
| China | DAIRY NUTRITION | 24882624 | July 7, 2018 | Landus Cooperative |
| | PLUS | | | _ |

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RECORDED: 08/31/2022