

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Farm Products Company		10/06/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	BMO BANK N.A., as Administrative Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	86457968	BLACK BAG CUBES	
Serial Number:	73546209	GREEN UP	
Serial Number:	78892648	GREEN UP	
Serial Number:	73546208	GREEN UP	
Serial Number:	74236349	HEARTY CHOICE	
Serial Number:	74236350	HI PRO PLUS	
Serial Number:	78712496	HORNS PLUS	
Serial Number:	72213826	LONE STAR	
Serial Number:	71297338	LONE STAR	
Serial Number:	74198540	LONE STAR	
Serial Number:	73212567	LONE STAR	
Serial Number:	72045083	LONE STAR	
Serial Number:	76619902	LONE STAR FEED-FERTILIZER	
Serial Number:	87853806	LONE STAR INFINITY	
Serial Number:	73636412	MEOW FOR MORE	
Serial Number:	75805885	NUTRI-BOOST	
Serial Number:	73713267	RABBIT STAR	
Serial Number:	74600471	RANGE MODIFIER	
Serial Number:	74528077	RANGE STAR	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	73526211	STAR PRO
Serial Number:	74679376	STAR PRO
Serial Number:	75083539	TEXAS FARM PRODUCTS
Serial Number:	87033133	TFP NUTRITION
Serial Number:	75083537	THRIFTY SWEET
Serial Number:	73609252	TRACK STAR

CORRESPONDENCE DATA

Fax Number:

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: 3127018637
Email: ipdocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	23746570
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	10/06/2023

Total Attachments: 9

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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of October 6, 2023, is among Texas Farm Products Company, a Texas corporation, (the “Company”), in favor of BMO BANK N.A., a national banking association, as administrative Agent (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Company, as the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent have entered into that certain Credit Agreement dated as of the even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) to which the Administrative Agent has agreed to make certain loans and other financial accommodations to the Company;

WHEREAS, in connection with the Credit Agreement, the Company and the Administrative Agent have entered into that certain Security Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among Grantor, the other Debtors (as defined therein) from time to time party thereto and the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Company is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and to induce the Administrative Agent to enter into the Credit Agreement and to induce the Administrative Agent to make extensions of credit to the Company pursuant to the Credit Agreement, the Company hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Company, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages and pledges to the Administrative Agent and grants to the Administrative Agent a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Company (the “Trademark Collateral”):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Company against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property License, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any intellectual property license.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement secures the payment and performance of the Secured Obligations. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Company hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the words “Grantor” or “Debtor” shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Choice of Law. Section 11.16 (Governing Law), Section 11.21 (Submission to Jurisdiction; Waiver of Venue; Service of Process) and Section 11.22 (Waiver of Jury Trial) of the Credit Agreement are each incorporated herein, mutatis mutandis, as if set forth fully herein.

[Remainder of page intentionally left blank; signature page follows]

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

**TEXAS FARM PRODUCTS
COMPANY**, a Texas corporation

By: *Ben Wright*
Name: Ben Wright
Title: President

[Signature Page to Short Form Trademark Security Agreement]

**TRADEMARK
REEL: 008219 FRAME: 0767**

Accepted and agreed to as of the date first above written:

BMO BANK N.A., as Administrative
Agent

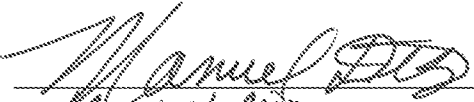




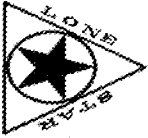
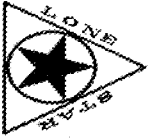




By: 
Name: Manuel Diaz
Title: Managing Director


EXHIBIT A

Debtor	IP Office	Mark	Image	Application Number	Registration Number	App. Date	Reg. Date
Texas Farm Products Company	Canada (CIP0)	STAR PRO		795720	TMA465608	1995-10-24	1996-11-01
Texas Farm Products Company	Canada (CIP0)	STAR PRO & DESIGN		795749	TMA475983	1995-10-24	1997-05-09
Texas Farm Products Company	Mexico (IMPI)	LONE STAR FEED-FERTILIZER & Design (CL 1)		203386	484597	1994-06-27	1995-03-06
Texas Farm Products Company	Mexico (IMPI)	LONE STAR FEED-FERTILIZER & Design (CL 31)		203396	509888	1994-06-27	1995-11-17
Texas Farm Products Company	Mexico (IMPI)	TFP NUTRITION (CL 1)		1748273	1661242	2016-05-17	2016-08-03

Debtor	IP Office	Mark	Image	Application Number	Registration Number	App. Date	Reg. Date
Texas Farm Products Company	Mexico (IMPI)	TFP NUTRITION (CL 31)		1748268	1671982	2016-05-17	2016-09-06
Texas Farm Products Company	Mexico (IMPI)	TFP NUTRITION (CL 5)		1748271	1671983	2016-05-17	2016-09-06
Texas Farm Products Company	United States (USPTO)	BLACK BAG CUBES		86457968	4860963	2014-11-18	2015-11-24
Texas Farm Products Company	United States (USPTO)	GREEN UP		73546209	1420696	1985-06-27	1986-12-16
Texas Farm Products Company	United States (USPTO)	GREEN UP		78892648	3222640	2006-05-25	2007-03-27
Texas Farm Products Company	United States (USPTO)	GREEN UP		73546208	1377864	1985-06-27	1986-01-14
Texas Farm Products Company	United States (USPTO)	HEARTY CHOICE		74236349	2014636	1992-01-09	1996-11-12
Texas Farm Products Company	United States (USPTO)	HI PRO PLUS		74236350	1969045	1992-01-09	1996-04-23
Texas Farm Products Company	United States (USPTO)	HORNS PLUS		78712496	3132808	2005-09-14	2006-08-22

Debtor	IP Office	Mark	Image	Application Number	Registration Number	App. Date	Reg. Date
Texas Farm Products Company	United States (USPTO)	LONE STAR		72213826	820136	1965-03-11	1966-12-13
Texas Farm Products Company	United States (USPTO)	LONE STAR		71297338	278243	1930-03-14	1930-12-09
Texas Farm Products Company	United States (USPTO)	LONE STAR		74198540	1707085	1991-08-27	1992-08-11
Texas Farm Products Company	United States (USPTO)	LONE STAR		73212567	1149991	1979-05-03	1981-03-31
Texas Farm Products Company	United States (USPTO)	LONE STAR		72045083	691007	1958-01-31	1960-01-05

Debtor	IP Office	Mark	Image	Application Number	Registration Number	App. Date	Reg. Date
Texas Farm Products Company	United States (USPTO)	LONE STAR FEED-FERTILIZER		76619902	3048068	2004-11-09	2006-01-24
Texas Farm Products Company	United States (USPTO)	LONE STAR INFINITY		87853806	5693433	2018-03-28	2019-03-05
Texas Farm Products Company	United States (USPTO)	MEOOW FOR MORE		73636412	1485410	1986-12-22	1988-04-19
Texas Farm Products Company	United States (USPTO)	NUTRI-BOOST		75805885	2372925	1999-09-22	2000-08-01
Texas Farm Products Company	United States (USPTO)	RABBIT STAR		73713267	1511173	1988-02-25	1988-11-01
Texas Farm Products Company	United States (USPTO)	RANGE MODIFIER		74600471	2014309	1994-11-18	1996-11-05
Texas Farm Products Company	United States (USPTO)	RANGE STAR		74528077	1890081	1994-05-20	1995-04-18
Texas Farm Products Company	United States (USPTO)	STAR PRO		73526211	1390150	1985-03-11	1986-04-15

Debtor	IP Office	Mark	Image	Application Number	Registration Number	App. Date	Reg. Date
Texas Farm Products Company	United States (USPTO)	STAR PRO		74679376	1983903	1995-05-24	1996-07-02
Texas Farm Products Company	United States (USPTO)	TEXAS FARM PRODUCTS		75083539	2556226	1996-04-04	2002-04-02
Texas Farm Products Company	United States (USPTO)	TFP NUTRITION		87033133	5262212	2016-05-11	2017-08-08
Texas Farm Products Company	United States (USPTO)	THRIFTY SWEET		75083537	2122273	1996-04-04	1997-12-16
Texas Farm Products Company	United States (USPTO)	TRACK STAR		73609252	1427693	1986-07-14	1987-02-03

TRADEMARK
REEL: 008219 FRAME: 0773

RECORDED: 10/06/2023