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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM389129

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nature Soy, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wintrust Bank	
Street Address:	231 S. LaSalle Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60604	
Entity Type:	Bank: ILLINOIS	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	2917685	NATURE'S SOY	
Registration Number:	4200450		

CORRESPONDENCE DATA

Fax Number: 3122633600

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: 3122633600

Email: maureen.drews@hklaw.com, grant.mccorkhill@hklaw.com

Correspondent Name: C. Grant McCorkhill Address Line 1: Holland & Knight LLP

Address Line 2: 131 S. Dearborn street, 30th Floor

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	C. Grant McCorkhill
SIGNATURE:	/C. Grant McCorkhill/
DATE SIGNED:	06/23/2016

Total Attachments: 4

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SECURITY INTEREST GRANT INTELLECTUAL PROPERTY

June 1, 2016

WHEREAS, **NATURE SOY, LLC**, a Delaware limited liability company ("<u>Grantor</u>"), **WINTRUST BANK**, an Illinois state chartered bank ("<u>Lender</u>") and Nature Soy Intermediate, LLC are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, respectively, the "<u>Loan Agreement</u>");

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, substantially all assets of Grantor, which includes the Intellectual Property Collateral (as defined below); and

WHEREAS, Grantor has adopted, used and is using, and holds all right, title and interest in, various intangible assets, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants to the Lender a security interest in all of Grantor's right, title and interest in and to the following (collectively, the "<u>Intellectual Property Collateral</u>"):

- (A) the patents and patent applications set forth in <u>Schedule A</u> hereto (the "<u>Patents</u>");
- (B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any application for registration of a trademark to the extent, if any, that and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such application for registration or any registration that issued from such application for registration of a trademark under any applicable law or the trademark that is the subject thereof (including any United States "intent to use" trademark applications for which a statement of use has not been filed and accepted by the applicable office but only until such statement is accepted by applicable office), together with the goodwill symbolized thereby (the "Trademarks");
- (C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantor, including, without limitation, the copyright registrations and applications set forth in <u>Schedule C</u> hereto (the "<u>Copyrights</u>");
- (D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, 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 Grantor accruing thereunder or pertaining thereto;

- (E) 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
- (F) 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 of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Assets (as such term is defined in the Loan Agreement).

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the Intellectual Property Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Security Interest Grant Intellectual Property (the "Grant") shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of the Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Grant.

Terms defined in the Loan Agreement and used herein without other definition shall have the respective meanings assigned to them in the Loan Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its officer, effective as of the date first written above.

GRANTOR:

Nature Soy, LLC, a Delaware limited liability company

Name: Andrew Wehr

Title: Assistant Treasurer

SCHEDULE A PATENTS

None.

SCHEDULE B TRADEMARKS/SERVICE MARKS

Trademarks

Mark	Application Number/Registration Number	<u>Date</u>	Country	Owner
NATURE'S SOY	AN: 76343143	11/30/2011	USA	Borrower
Nature's Soy	RN: 2917685	1/11/2005		
DA TIAN	AN: 77946233	2/26/2010		
大田	RN: 4200450	9/4/2012	USA	Borrower

SCHEDULE C COPYRIGHTS

None.

RECORDED: 06/23/2016