

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759813

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Meristem Crop Performance Group, LLC		08/31/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	201 South Fifth Street		
<b>City:</b>	Springfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	62701		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6598856	UPSHIFT	
<b>Registration Number:</b>	6598891	CROPFUSE	
<b>Registration Number:</b>	6598892	N-GEAR	
<b>Registration Number:</b>	6549112	FULLVIEW	
<b>Registration Number:</b>	6829028	PRIME STABLE	
<b>Registration Number:</b>	6829029	AGSTREME	
<b>Registration Number:</b>	6829030	UNLEASHED	
<b>Registration Number:</b>	6829031	FRONT-RUNNER	
<b>Registration Number:</b>	6549862	MERISTEM CROP PERFORMANCE	
<b>Registration Number:</b>	6549861	MERISTEM CROP PERFORMANCE	
<b>Registration Number:</b>	5724905	NOBLE MISSION	
<b>Registration Number:</b>	6840730	NUTRIFUEL	
<b>Registration Number:</b>	6848076	EXCAVATOR	
<b>Registration Number:</b>	6829382	STALKHAMMER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036293450		
<i>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.</i>			

OP \$365.00 6598856

**Phone:** 303-629-3400  
**Email:** burtner.jody@dorsey.com  
**Correspondent Name:** Dorsey & Whitney LLP  
**Address Line 1:** 1400 Wewatta Street, Suite 400  
**Address Line 4:** Denver, COLORADO 80202-5549

**ATTORNEY DOCKET NUMBER:** 059235-10639

**NAME OF SUBMITTER:** Jody L. Burtner, Senior Paralegal

**SIGNATURE:** /Jody L. Burtner/

**DATE SIGNED:** 10/07/2022

**Total Attachments: 5**

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## GRANT OF TRADEMARK SECURITY INTEREST

Dated: August 31, 2022

**WHEREAS**, Meristem Crop Performance Group, LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Brandt, Inc., a Florida corporation (“**Borrower**”) is a party to that certain Amended and Restated Credit Agreement dated as of October 28, 2016 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), U.S. Bank National Association, as Administrative Agent for the Lenders (in such capacity, “**Administrative Agent**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

**WHEREAS**, any Loan Party may from time to time enter, or may from time to time have entered, into one or more Secured Cash Management Agreements with Cash Management Banks and one or more Secured Hedge Agreements with one or more Hedge Banks in accordance with the terms of the Credit Agreement (as each such term is defined in the Credit Agreement); and

**WHEREAS**, Grantor has executed and delivered that certain Third Amended and Restated Guaranty dated as of October 28, 2016 (said Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Administrative Agent for the benefit of Lenders and any other Secured Parties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Secured Cash Management Agreements and the Secured Hedge Agreements, including, without limitation, the obligation of Borrower to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Third Amended and Restated Security Agreement dated as of October 28, 2016 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether

now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

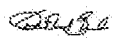
ii) Notwithstanding the immediately preceding Section 1, this Grant of Trademark Security Interest will not relate to or affect Grantor’s trademark applications based on intent-to-use trademarks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

iii) Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

MERISTEM CROP PERFORMANCE  
GROUP, LLC

DocuSigned by:  


By: \_\_\_\_\_  
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Name: Joe Brummel

Title: Treasurer

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

MERISTEM CROP PERFORMANCE GROUP, LLC (OWNER)

<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Mark Name</b>
90/105,794	08/11/2020			HARVEST SHIELD
90/129,541	08/21/2020	6,598,856	12/21/2021	UPSHIFT
90/149,382	08/31/2020	6,598,891	12/21/2021	CROPFUSE
90/149,386	08/31/2020			RAPIDBOOST
90/149,391	08/31/2020	6,598,892	12/21/2021	N-GEAR
90/250,925	10/13/2020			UP-LINE
90/266,143	10/20/2020			BOLDSTART
90/266,157	10/20/2020	6,549,112	11/02/2021	FULLVIEW
90/568,275	03/09/2021	6,829,028	08/23/2022	PRIME STABLE
90/568,279	03/09/2021			BIG BREAK
90/568,283	03/09/2021	6,829,029	08/23/2022	AGSTREME
90/568,287	03/09/2021	6,829,030	08/23/2022	UNLEASHED
90/568,291	03/09/2021	6,829,031	08/23/2022	FRONT-RUNNER
88/142,599	10/04/2018	6,549,862	11/09/2021	MERISTEM CROP PERFORMANCE (and design)
88/141,418	10/03/2018	6,549,861	11/09/2021	MERISTEM CROP PERFORMANCE
87/799,121	02/15/2018	5,724,905	04/16/2019	NOBLE MISSION
90/626,513	04/06/2021			NUTRIFUEL

<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Mark Name</b>
90/626,509	04/06/2021			FUEL LINE
90/626,500	04/06/2021			EXCAVATOR
90/813,271	07/06/2021	6,829,382	08/23/2022	STALKHAMMER
90/863,107	08/03/2021			RESIGAUGE
97/078,673	10/18/2021			BOLDSTART
97/452,970	06/10/2022			CONVOY
97/452,968	06/10/2022			CONVOY RTU
97/477,793	06/27/2022			MICROBILIZE
97/477,795	06/27/2022			BIOLATCH