

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM785230

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGI Suretrack LLC		12/31/2022	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce
Street Address:	595 Bay Street, CPS-5th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5G 2C2
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4863825	FARMOBILE
Registration Number:	5032312	FARMOBILE
Registration Number:	5036934	M
Serial Number:	90852477	PUC
Serial Number:	90853639	RETURN ON COVER CROP
Serial Number:	90853622	RETURN ON CROP PROTECTION
Serial Number:	90853450	RETURN ON FARM
Serial Number:	90853580	RETURN ON FERTILITY
Serial Number:	90853472	RETURN ON FIELD
Serial Number:	90853508	RETURN ON SEED
Registration Number:	4998689	SIMPLICITY

CORRESPONDENCE DATA

Fax Number: 3162676345

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: 3162676371

Email: bmatthews@foulston.com

Correspondent Name: William P. Matthews

TRADEMARK

Address Line 1: 1551 N. Waterfront Parkway, Suite 100
Address Line 4: Wichita, KANSAS 67206-4466

NAME OF SUBMITTER: William P. Matthews

SIGNATURE: /William P. Matthews/

DATE SIGNED: 02/03/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 31, 2022, by AGI SURETRACK LLC, a Missouri limited liability company ("Grantor"), and CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank, as collateral agent for the Secured Parties under the Credit Agreement (the "Agent").

WITNESSETH

WHEREAS, Ag Growth International Inc. and Westfield Distributing (North Dakota) Inc., as borrowers (the "Borrowers"), the financial institutions and other parties thereto from time to time, as lenders (the "Lenders"), Canadian Imperial Bank of Commerce, as Canadian Agent and U.S. Agent, are *inter alios* party to a second amended and restated credit agreement dated as of May 9, 2022 (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of November 14, 2018 (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Security Agreement"), Grantor has granted to Agent a security interest in substantially all of the assets of such Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Secured Liabilities, Grantor hereby grants to Agent, for itself and the ratable benefit of the Secured Parties, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and
 - (b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration;

provided, however, that none of the foregoing shall be deemed to include any United States intent-to-use trademark application to the extent that, and solely during the period in which, the

grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.
4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.
5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AGI SURETRACK LLC,
as Grantor

By:  _____
Name: Ryan Kipp
Title: Secretary

Agreed and Accepted:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: _____

Name: Kevin Charko
Title: Managing Director



Name: Courtney Davenport
Title: Executive Director

SCHEDULE 1

TRADEMARKS

Mark	Registration #	Country	Status	Registered Owner
Farmobile	4863825	US	Registered	AGI SureTrack LLC
Farmobile & Design	5032312	US	Registered	AGI SureTrack LLC
M (Design)	5036934	US	Registered	AGI SureTrack LLC
PUC	90852477	US	Pending	AGI SureTrack LLC
Return on Cover Crop	90853639	US	Pending	AGI SureTrack LLC
Return on Crop Protection	90853622	US	Pending	AGI SureTrack LLC
Return On Farm	90853450	US	Pending	AGI SureTrack LLC
Return On Fertility	90853580	US	Pending	AGI SureTrack LLC
Return On Field	90853472	US	Pending	AGI SureTrack LLC
Return On Seed	90853508	US	Pending	AGI SureTrack LLC
Simplicity	4998689	US	Registered	AGI SureTrack LLC