

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
H.J. Baker & Bro., Inc.	05/26/2011
H.J. Baker Holdings, Inc.	05/26/2011
H.J. Baker International, Inc.	05/26/2011
Tiger-Sul Products LLC	05/26/2011
Saugatuck Marketing Services, LLC	05/26/2011
H.J. Baker Marketing LLC	05/26/2011

RECEIVING PARTY DATA

Name:	HSBC Bank USA, N.A.
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	6749659
Patent Number:	6716015
Application Number:	12285064
Application Number:	12662486
Application Number:	61394082
Application Number:	61394057

CORRESPONDENCE DATA

Fax Number: (617)574-7658
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-574-3518
 Email: smordas@goulstonstorr.com

OP \$240.00 6749659

501544558

PATENT
REEL: 026342 FRAME: 0930

Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02110-3333

NAME OF SUBMITTER:	Stacey A. Mordas
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of May 26, 2011, is made by each of the entities listed on the signature page hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of HSBC Bank USA, N.A. ("Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and between H. J. Baker & Bro., Inc., a Delaware corporation, and Secured Party (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement"), Secured Party has agreed to extend credit for the benefit of the Grantors;

WHEREAS, Secured Party is willing to extend credit under the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Secured Party that certain Guarantee and Collateral Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Secured Party this Patent Security Agreement;

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby grants to Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the UCC) (collectively, the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. **COLLATERAL AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Patent Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by Secured Party and the Grantors.

5. GOVERNING LAW. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature pages follow]

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

GRANTORS:

H. J. BAKER & BRO., INC., a Delaware corporation

By: 

Name: Jack L. Williams, Jr.

Title: Vice President and Chief Financial Officer

H. J. BAKER HOLDINGS, INC., a Delaware corporation

By: 

Name: Jack L. Williams, Jr.

Title: Vice President and Treasurer

H. J. BAKER INTERNATIONAL, INC., a Delaware corporation

By: 

Name: Jack L. Williams, Jr.

Title: Vice President and Treasurer

TIGER-SUL PRODUCTS LLC, a Delaware limited liability company

By: 

Name: Jack L. Williams, Jr.

Title: Vice President and Treasurer

SAUGATUCK MARKETING SERVICES, LLC, a Delaware limited liability company

By: 

Name: Jack L. Williams, Jr.

Title: Vice President and Treasurer

H. J. BAKER MARKETING LLC, a Delaware limited liability company

By: 


Name: Jack L. Williams, Jr.

Title: Vice President, Treasurer and CFO

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

HSBC BANK USA, N.A.,
as Secured Party

By: 
Name: John Athanasoulis
Title: Assistant Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 026342 FRAME: 0935

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

Grantor	Patent Name	Patent Number	Issue Date	Country
H.J. BAKER & BRO., INC.	*Controlled Release Rate Fertilizers and Methods of Making Same	6,749,659	15-Jun-04	U.S.
H.J. BAKER & BRO., INC.	*Controlled Release Rate Fertilizers and Methods of Making Same	2,358,287	22-Nov-05	Canada
H.J. BAKER & BRO., INC.	*Distribution System for a Pastillation Machine	6,716,015	06-Apr-04	U.S.
H.J. BAKER & BRO., INC.	*Improved Distribution System for a Pastillation Machine	2,364,023	14-Jun-05	Canada

PATENT APPLICATIONS

Grantor	Patent Name	Application Number	Filing Date	Country
H.J. BAKER & BRO., INC.	Granular Feed Supplement	12/285,064	29-Sep-08	U.S.
H.J. BAKER & BRO., INC.	Granular Feed Supplement	080104351	03-Oct-08	Argentina
H.J. BAKER & BRO., INC.	Granular Feed Supplement	2008307642	30-Mar-10	Australia
H.J. BAKER & BRO., INC.	Granular Feed Supplement	PI0817910-7	31-Mar-10	Brazil
H.J. BAKER & BRO., INC.	Granular Feed Supplement	2701005	25-Mar-10	Canada
H.J. BAKER & BRO., INC.	Granular Feed Supplement	200880111092.3	06-Apr-10	China
H.J. BAKER & BRO., INC.	Granular Feed Supplement	088354477.7	01-Apr-10	European Patent Convention
H.J. BAKER & BRO., INC.	Granular Feed Supplement	10110106.8	27-Oct-10	Hong Kong
H.J. BAKER & BRO., INC.	Granular Feed Supplement	1836/CHENP/2010	31-Mar-10	India
H.J. BAKER & BRO., INC.	Granular Feed Supplement	2010-527957	02-Apr-10	Japan
H.J. BAKER & BRO., INC.	Granular Feed Supplement	MX/a/2010/003304	25-Mar-10	Mexico
H.J. BAKER & BRO., INC.	Granular Feed Supplement	584217	25-Mar-10	New Zealand
H.J. BAKER & BRO., INC.	Granular Feed Supplement	2010/02267	30-Mar-10	South Africa
H.J. BAKER & BRO., INC.	Granular Feed Supplement	12/662,486	20-Apr-10	U.S.
H.J. BAKER & BRO., INC.	Granular Feed Supplement	2010 01 01378	23-Apr-10	Argentina

Grantor	Patent Name	Application Number	Filing Date	Country
H.J. BAKER & BRO., INC.	Coated Fertilizer Particles	61/394,082	18-Oct-10	U.S.
H.J. BAKER & BRO., INC.	Granular Feed Supplement	61/394,057	18-Oct-10	U.S.

PATENT LICENSES

None.