

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4410363

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
ARROWPOINT AGENCY SERVICES, LLC, AS COLLATERAL	03/31/2016
RECEIVING PARTY DATA	
Name:	ARROWMARK AGENCY SERVICES LLC, AS COLLATERAL AGENT
Street Address:	340 MADISON AVENUE
Internal Address:	22ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10173
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6749659
Patent Number:	6716015
Patent Number:	8480782
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<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>	
Phone:	2122946635
Email:	dkumar@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - JORDAN B. YELLEN
Address Line 1:	200 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10166-4193
ATTORNEY DOCKET NUMBER:	86697.1 TSPRO NAMECHANGE
NAME OF SUBMITTER:	JORDAN B. YELLEN
SIGNATURE:	/Jordan b. Yellen/
DATE SIGNED:	05/11/2017
Total Attachments: 5	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **December 8, 2016** (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **ARROWPOINT AGENCY SERVICES, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 8, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including Patent Licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. 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.

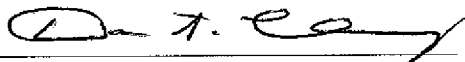
Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of

each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TIGER-SUL PRODUCTS LLC,
as a Grantor

By: 
Name: Don T. Cherry
Title: Chief Executive Officer and President

**ARROWPOINT AGENCY SERVICES,
LLC, as Collateral Agent**

By: 

Name: David Corkins

Title: Authorized Signatory

Schedule 1

PATENTS				
Country	Title	Owner	App. No. Filing Date	Patent No. Issue Date
USA	Controlled Release Rate Fertilizers and Methods of Making Same	TIGER-SUL PRODUCTS LLC	09/974,772 10/9/2001	6,749,659 6/15/2004
USA	Distribution System for a Pastillation Machine	TIGER-SUL PRODUCTS LLC	09/995,243 11/26/2001	6,716,015 4/6/2004
Brazil	Coated Fertilizer Particles	TIGER-SUL PRODUCTS LLC	11 2013 008866-4 10/18/2011	(still pending)
Canada	Coated Fertilizer Particles	TIGER-SUL PRODUCTS LLC	2,812,193 10/18/2011	(still pending)
Mexico	Coated Fertilizer Particles	TIGER-SUL PRODUCTS LLC	2013/003824 10/18/2011	340238 7/1/2016
Mexico	Coated Fertilizer Particles	TIGER-SUL PRODUCTS LLC	MX/a/2016/008767 7/1/2016	(still pending)
USA	Coated Fertilizer Particles	TIGER-SUL PRODUCTS LLC	13/275,924 10/18/2011	8,480,782 7/9/2013