

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALBAUGH, INC.		03/05/2010	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2737152	AGRI STAR
Registration Number:	3403999	AGRI STAR
Registration Number:	2579851	AQUA STAR
Registration Number:	2493269	BROX
Registration Number:	0745634	BUTYRAC
Registration Number:	2574801	CLEAROUT
Registration Number:	2846716	COSTARR
Registration Number:	3313339	CROSSROAD
Registration Number:	2372624	DICAMBAZINE
Registration Number:	2574381	FALLOW STAR
Registration Number:	2458523	FIVE STAR
Registration Number:	2574380	FOREST STAR
Registration Number:	2889470	GLY STAR
Registration Number:	2750792	GLY-STAR PLUS

OP \$1065.00 2737152

Registration Number:	3325324	GUNSLINGER
Registration Number:	3292189	IMIDASTAR
Registration Number:	1303435	LANDMASTER
Registration Number:	2271606	MICROSPERSE
Registration Number:	3319096	MACHO
Registration Number:	3101464	MEPSTAR
Registration Number:	2344667	MILO- PRO
Registration Number:	2292697	NU-COP
Registration Number:	2901517	ORCHARD STAR
Registration Number:	2858911	OUTLAW
Registration Number:	3370025	OXYSTAR
Registration Number:	3415266	PD 2
Registration Number:	3171954	QUINSTAR
Registration Number:	2476540	RANGE STAR
Registration Number:	3313338	REFUTE
Registration Number:	3392380	SONOMA
Registration Number:	3275888	SPUR
Registration Number:	3177582	TEBUSTAR
Registration Number:	3419272	THUNDER
Registration Number:	3423484	THUNDER MASTER
Registration Number:	2800247	TRANS-STAR
Registration Number:	3307828	TRIUMPH
Registration Number:	1373370	WEED-HOE
Serial Number:	77730673	BATTLE STAR
Serial Number:	77738230	SILVER STAR
Serial Number:	77738245	SILVER STAR PLUS
Serial Number:	77905780	DICAMBA HD
Serial Number:	77940065	GLYSTAR GOLD

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300

TRADEMARK
REEL: 004172 FRAME: 0551

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6617.008

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 03/23/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 5th day of March, 2010, by ALBAUGH, INC., an Iowa corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., ("Lender").

WITNESSETH

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof between Grantor and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Lender, a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement).

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. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(a) all of Grantor's trademarks, service marks, trade names, trade styles, trademark and service mark applications and all licenses and rights related to the foregoing (collectively, "Trademarks"), including those referred to on Schedule 1 annexed hereto; and all other rights under any of the foregoing, all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing, and all rights to sue for past, present and future infringement of any of the foregoing, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.


3. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IOWA.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable

law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Lender or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

[Signature Pages Follow]

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

ALBAUGH, INC.,
as Grantor

By: 
Name: Stuart Feldstein
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Lender

By: _____
Name: _____
Title: _____

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

ALBAUGH, INC.,
as Grantor

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Lender

By: Val. C. Mills
Name: Valerie C. Mills
Title: Senior Vice President

SCHEDULE 1
TRADEMARKS

United States Trademarks:

Trademark	Registration Date	Serial Number	Registration Number
AGRI STAR®	07-15-2003	75811664	2737152
AGRI STAR® (house)	04-01-2008	76669161	3403999
AQUA STAR®	06-11-2002	76040753	2579851
BROX®	09-25-2001	75738497	2493269
BUTYRAC®	02-26-1963	72142673	0745634
CLEAROUT®	06-04-2002	75324160	2574801
COSTARR®	05-25-2004	78183343	2846716
CROSSROAD®	10-16-2007	77069747	3313339
DICAMBAZINE®	08-01-2000	75738496	2372624
FALLOW STAR®	05-28-2002	76040757	2574381
FIVE STAR®	06-05-2001	75814617	2458523
FOREST STAR®	05-28-2002	76040755	2574380
GLY STAR®	09-28-2004	76040750	2889470
GLY-STAR PLUS®	08-12-2003	76040751	2750792
GUNSLINGER®	10-30-2007	76648846	3325324
IMIDASTAR®	09-11-2007	78871170	3292189
LANDMASTER®	11-06-1984	73453140	1303435
MICROSPERSEMACHO®	0810-2423- 19992007	753984707664 3089	22716063319096
MEPSTAR®	06-06-2006	78231160	3101464
MILO-PRO®	04-25-2000	75542453	2344667
NU-COP®	11-16-1999	75564289	2292697
ORCHARD STAR®	11-09-2004	78187571	2901517
OUTLAWOXYSTAR®	0601-2915- 20042008	781833467706 6743	28589113370025

PD2®	04-22-2008	77098263	3415266
QUINSTAR®	11-14-2008	76642495	3171954
RANGE STAR®	08-07-2001	75811749	2476540
REFUTE®	10-16-2007	77069716	3313338
SONOMA®	03-04-2008	77007431	3392380
SPUR®	08-07-2007	76642496	3275888
TEBUSTAR®	11-28-2006	76648440	3177582
THUNDER®	04-29-2008	77069785	3419272
THUNDER MASTER®	05-06-2008	77026662	3423484
TRANS-STAR®	12-30-2003	78130465	2800247
TRIUMPH®	10-09-2007	76646869	3307828
WEED-HOE®	12-03-1985	73532018	1373370

United States Common Law* Marks™:

IMPULSE™
 COMMANDO™
 SOLVE™
 COP-O-ZINC™

United States Trademarks Applications:

Applied for Mark™	Serial No.	Current Status
BATTLE STAR	77730673	1(b) allowed
SILVER STAR	77738230	1(b) allowed
SILVER STAR PLUS	77738245	1(b) allowed
DICAMBA HD	77905780	1(b) filed 01-06-2010
GLYSTAR® GOLD	77940065	1(b) filed 02-19-2010