

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
Universal Cooperatives, Inc.		12/22/2010	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Agent
Street Address:	950 17th Street, Suite 700
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 67

Property Type	Number	Word Mark
Registration Number:	1953329	AGAVE SISALANA GENUINUS
Registration Number:	0909578	AGRI MASTER
Registration Number:	2709931	AGRI-TUFF
Registration Number:	3743061	AIRLINK
Registration Number:	1779950	AQUAGENE
Registration Number:	3743063	ASTOUND
Registration Number:	2867979	AVISTA
Registration Number:	3209524	BEYOND THE EDGE
Registration Number:	3102243	BLACK STALLION
Registration Number:	1530507	BOVA CREAM
Registration Number:	2533959	CAL FAST CALVING GEL
Registration Number:	0537904	CO-OP
Registration Number:	2988410	CO-OP U
Registration Number:	3309167	COUNTRY MILE

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Registration Number:	3491948	COUNTRY MILE
Registration Number:	3336641	COUNTRY MILE ANIMAL HEALTH
Registration Number:	2376702	CROP-SURE
Registration Number:	1777560	CROP-SURF
Serial Number:	85161809	CROSSLINK
Registration Number:	1799423	DIAMOND
Registration Number:	3061163	DURABALE
Registration Number:	3309062	ECLIPSE
Registration Number:	3299512	ECLIPSE
Registration Number:	3743062	EXCLAIM
Registration Number:	1128656	EXTRA
Registration Number:	2041687	EXTRA BIG
Registration Number:	3708499	FOREST REVOLVER
Registration Number:	2522592	GLY-4
Registration Number:	2522593	GLY-4 PLUS
Registration Number:	3079645	GLY-4 PLUS
Registration Number:	0838186	GOLD CREST
Registration Number:	0670082	GOLDEN BOW
Registration Number:	1676355	GOLDEN MARK
Registration Number:	2624354	GOLDEN VALLEY
Registration Number:	2476698	GREEN GRASS
Registration Number:	2644276	GREEN VALLEY
Registration Number:	0750749	GREENFIELD SUPREME
Registration Number:	1128655	GREENFIELD SUPREME
Registration Number:	3406165	HARVEST GOLD
Registration Number:	3350961	HARVEST GREEN
Serial Number:	77885645	HERDSMAN
Registration Number:	3624617	HERITAGE TRADING CO
Registration Number:	3185001	HERITAGE TRADING CO
Registration Number:	1143429	HOLLAND EXTRA
Registration Number:	1773968	KEM LINK
Registration Number:	3319903	MAG-NET NET WRAP
Registration Number:	1989363	PET'S CORNER
Registration Number:	1968463	PET'S CORNER QUALITY PET PRODUCTS
Registration Number:	2718328	POINT

Registration Number:	2138435	PROTEK
Registration Number:	0700081	REMINGTON
Registration Number:	3878035	REPLACE
Registration Number:	3346163	REVOLVER
Registration Number:	2124649	ROYAL HOLLAND
Registration Number:	2164724	STAMPEDE
Registration Number:	3693346	STAMPEDE
Registration Number:	3702344	STAMPEDE
Registration Number:	2171926	STAMPEDE
Registration Number:	2930987	TITE'N TUFF
Registration Number:	2930986	TNT
Registration Number:	2768159	TUFF-WRAP
Registration Number:	2527901	UCPA
Registration Number:	2682155	UCPA UNIVERSAL CROP PROTECTION ALLIANCE
Registration Number:	3182733	UCPA UNIVERSAL CROP PROTECTION ALLIANCE
Registration Number:	0530238	UNIVERSAL
Registration Number:	2515694	UNIVERSAL CROP PROTECTION ALLIANCE
Registration Number:	1702478	WEATHER MARK

CORRESPONDENCE DATA

Fax Number: (612)766-1600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-766-6911
Email: scarlson@faegre.com
Correspondent Name: Susan Carlson
Address Line 1: 90 S 7th St Ste 2200
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	12/22/2010

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of December 22, 2010, by and between UNIVERSAL COOPERATIVES, INC., a cooperative corporation organized under the laws of the State of Minnesota (the “**Debtor**”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, for itself and as agent (in such capacity, the “**Agent**”) for the Lenders as defined in the Credit Agreement described below.

Pursuant to the Amended and Restated Credit and Security Agreement dated as of January 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Debtor, Bridon Cordage LLC, Bridon Cordage Ltd, Triton Tire & Battery, LLC, Universal Crop Protection Alliance, LLC and Heritage Trading Company, LLC (collectively, the “**Borrowers**”), the financial institutions signatory thereto as lenders (the “**Lenders**”), and the Agent, the Debtor granted the Agent a security interest in substantially all of the Debtor’s personal property, including but not limited to all trademarks and other general intangibles.

The Borrowers, the Lenders and the Agent are entering into a Forbearance Agreement and First Amendment to Amended and Restated Credit and Security Agreement of even date herewith (the “**Forbearance Agreement**”), pursuant to which the Debtor is required to execute and deliver this Agreement to the Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in this Agreement, the Credit Agreement and the Forbearance Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings given them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“**Specified Trademark**” means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

“**Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) All Trademarks, including the Specified Trademarks.
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks.

- (iv) All present and future license agreements with respect to the Trademarks.
- (v) All proceeds of any and all of the foregoing.

2. Grant of Security Interest.

In order to secure the Liabilities, the Debtor hereby confirms and acknowledges that it has granted the Agent (and, to the extent not previously granted under the Credit Agreement, does hereby irrevocably grant) a security interest in the Trademark Collateral.

3. Representations and Warranties.

The Debtor represents and warrants that the Debtor owns each of the Specified Trademarks and the other Trademark Collateral, free and clear of any lien, security interest or encumbrance except as otherwise permitted by Section 8.1 of the Credit Agreement.

4. General Rights and Obligations.

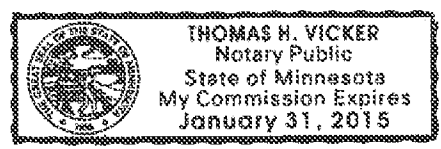
Except as expressly set forth herein, the rights and obligations of the Debtor and the Agent with respect to the Trademark Collateral shall in all respects be governed by the Credit Agreement, the terms of which are incorporated as fully as if set forth at length herein.

Signature pages follow

By: [Signature]
Name: DENNIS GYLKA
Title: Treasurer

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 22nd day of December, 2010 by Dennis Gylka, the Treasurer of Universal Cooperatives, Inc., a cooperative corporation organized under the laws of the State of Minnesota, on behalf of such cooperative corporation.



[Signature]
Notary Public

TRADEMARKS AND TRADEMARK APPLICATIONS

United States – Federal

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AGAVE SISALANA GENUINUS & Design	74/647,791	16-Mar-1995	1,953,329	30-Jan-1996
AGRI MASTER & Design	72/360,839	26-May-1970	909,578	09-Mar-1971
AGRI-TUFF & Design (Bulldog)	76/235,995	05-Apr-2001	2,709,931	22-Apr-2003
AIRLINK	77/530,294	24-Jul-2008	3,743,061	26-Jan-2010
AQUAGENE	74/326,698	30-Oct-1992	1,779,950	06-Jul-1993
ASTOUND	77/530,335	24-Jul-2008	3,743,063	26-Jan-2010
AVISTA	78/217,156	20-Feb-2003	2,867,979	27-Jul-2004
BEYOND THE EDGE	78/166,913	23-Sep-2002	3,209,524	13-Feb-2007
BLACK STALLION	78/567,533	15-Feb-2005	3,102,243	06-Jun-2006
BOVA CREAM	73/725,615	02-May-1988	1,530,507	21-Mar-1989
CAL FAST CALVING GEL	76/164,248	13-Nov-2000	2,533,959	29-Jan-2002
CO-OP (Stylized)	71/514,167	14-Nov-1947	537,904	13-Feb-1951

CO-OP U (stylized)	75/670,494	30-Mar-1999	2,988,410	30-Aug-2005
COUNTRY MILE	78/759,424	22-Nov-2005	3,309,167	09-Oct-2007
COUNTRY MILE & Design (Updated Logo)	77/368,567	10-Jan-2008	3,491,948	26-Aug-2008
COUNTRY MILE ANIMAL HEALTH	78/759,325	22-Nov-2005	3,336,641	13-Nov-2007
CROP-SURE	75/570,810	14-Oct-1998	2,376,702	15-Aug-2000
CROP-SURF	74/325,405	26-Oct-1992	1,777,560	22-Jun-1993
CROSSLINK	85/161,809	26-Oct-2010		
DIAMOND	74/356,150	05-Feb-1993	1,799,423	19-Oct-1993
DURABALE	78/417,978	13-May-2004	3,061,163	21-Feb-2006
ECLIPSE	78/747,171	04-Nov-2005	3,309,062	09-Oct-2007
ECLIPSE & Design	78/747,161	04-Nov-2005	3,299,512	25-Sep-2007
EXCLAIM	77/530,317	24-Jul-2008	3,743,062	26-Jan-2010
EXTRA	73/153,968	03-Jan-1978	1,128,656	01-Jan-1980
EXTRA BIG	74/718,902	22-Aug-1995	2,041,687	04-Mar-1997
FOREST REVOLVER	77/718,094	20-Apr-2009	3,708,499	10-Nov-2009

GLY-4	76/262,448	24-May-2001	2,522,592	25-Dec-2001
GLY-4 PLUS	76/262,449	24-May-2001	2,522,593	25-Dec-2001
GLY-4 PLUS & Design	78/613,916	21-Apr-2005	3,079,645	11-Apr-2006
GOLD CREST (Stylized)	72/267,541	24-Mar-1967	838,186	07-Nov-1967
GOLDEN BOW	72/037,000	11-Sep-1957	670,082	25-Nov-1958
GOLDEN MARK	74/070,648	18-Jun-1990	1,676,355	18-Feb-1992
GOLDEN VALLEY	76/279,126	02-Jul-2001	2,624,354	24-Sep-2002
GREEN GRASS	75/911,555	07-Feb-2000	2,476,698	07-Aug-2001
GREEN VALLEY	76/262,828	25-May-2001	2,644,276	29-Oct-2002
GREENFIELD SUPREME	72/148,897	12-Jul-1962	750,749	11-Jun-1963
GREENFIELD SUPREME	73/153,948	03-Jan-1978	1,128,655	01-Jan-1980
HARVEST GOLD	77/078,718	09-Jan-2007	3,406,165	01-Apr-2008
HARVEST GREEN	77/078,694	09-Jan-2007	3,350,961	11-Dec-2007
HERDSMAN	77/885,645	03-Dec-2009		
HERITAGE TRADING CO & Design	78/228,334	21-Mar-2003	3,624,617	19-May-2009

HERITAGE TRADING CO & Design	78/977,426	21-Mar-2003	3,185,001	12-Dec-2006
HOLLAND EXTRA (Stylized)	73/153,969	03-Jan-1978	1,143,429	16-Dec-1980
KEM LINK	74/325,455	26-Oct-1992	1,773,968	01-Jun-1993
MAG-NET NET WRAP & Design	78/610,927	18-Apr-2005	3,319,903	23-Oct-2007
PET'S CORNER	75/975,141	05-Jul-1994	1,989,363	23-Jul-1996
PET'S CORNER QUALITY PET PRODUCTS & Design	74/674,032	15-May-1995	1,968,463	16-Apr-1996
POINT	75/727,178	10-Jun-1999	2,718,328	27-May-2003
PROTEK	75/174,636	01-Oct-1996	2,138,435	24-Feb-1998
REMINGTON	72/085,618	18-Nov-1959	700,081	28-Jun-1960
REPLACE	77/889,564	09-Dec-2009	3,878,035	16-Nov-2010
REVOLVER	78/906,295	12-Jun-2006	3,346,163	27-Nov-2007
ROYAL HOLLAND	74/647,790	16-Mar-1995	2,124,649	30-Dec-1997
STAMPEDE	75/220,884	03-Jan-1997	2,164,724	09-Jun-1998
STAMPEDE	77/358,447	21-Dec-2007	3,693,346	06-Oct-2009
STAMPEDE & Design	77/358,418	21-Dec-2007	3,702,344	27-Oct-2009

STAMPEDE & Design	75/220,851	03-Jan-1997	2,171,926	07-Jul-1998
TITE'N TUFF	78/424,285	25-May-2004	2,930,987	08-Mar-2005
TNT	78/424,283	25-May-2004	2,930,986	08-Mar-2005
TUFF-WRAP	78/088,085	12-Oct-2001	2,768,159	23-Sep-2003
UCPA	75/577,868	26-Oct-1998	2,527,901	08-Jan-2002
UCPA UNIVERSAL CROP PROTECTION ALLIANCE & Design	75/881,553	28-Dec-1999	2,682,155	04-Feb-2003
UCPA UNIVERSAL CROP PROTECTION ALLIANCE & Design	78/622,616	04-May-2005	3,182,733	12-Dec-2006
UNIVERSAL (Stylized)	71/569,088	19-Nov-1948	530,238	05-Sep-1950
UNIVERSAL CROP PROTECTION ALLIANCE	75/577,869	26-Oct-1998	2,515,694	04-Dec-2001
WEATHER MARK	74/070,578	18-Jun-1990	1,702,478	21-Jul-1992

Foreign

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Australia	HOTCOW	1200232	20-Sep-2007	1200232	03-Apr-2008
Canada	BEYOND THE EDGE	1154413	01-Oct-2002	TMA605,511	17-Mar-2004

Canada	BLACK STALLION	1267499	05-Aug-2005	TMA721,948	25-Aug-2008
Canada	ECLIPSE	1299046	25-Apr-2006	TMA739,794	11-May-2009
Canada	ECLIPSE & Design	1299129	25-Apr-2006	TMA739,792	11-May-2009
Canada	EXCELLO	421208	17-Feb-1978	TMA237,889	07-Dec-1979
Canada	EXTRA	421211	17-Feb-1978	TMA242,590	11-May-1980
Canada	EXTRA & Design (Star)	244246	10-Feb-1958	TMA117,574	14-Apr-1960
Canada	FOREST REVOLVER	1454163	05-Oct-2009		
Canada	GREENFIELD SUPREME	421209	17-Feb-1978	TMA254,920	16-Jan-1981
Canada	HOLLAND EXTRA (Stylized)	421210	17-Feb-1978	TMA250,675	26-Sep-1980
Canada	PET'S CORNER	772271	04-Jan-1995	TMA512,853	15-Jul-1999
Canada	PRAIRIE PRIDE & Design	123205	16-May-1924	TMDA037,815	16-May-1925
Canada	ROYAL HOLLAND	864931	21-Jul-1998	TMA522,531	31-Jan-2000
Canada	STAMPEDE	1382008	05-Feb-2008	TMA757,873	26-Jan-2010
Canada	STAMPEDE	832963	07-Jan-1997	TMA488,436	28-Jan-1998
Canada	STAMPEDE & Design	832964	07-Jan-1997	TMA487,142	16-Dec-1997
Canada	STAMPEDE & Design	1382009	05-Feb-2008	TMA757,681	22-Jan-2010

Canada	UNIVERSAL	201374	04-Dec-1948	UCA032,297	04-Dec-1948
New Zealand	HOTCOW	776183	19-Sep-2007	776183	11-Jun-2009
South Africa	HOTCOW	2009/19538	05-Oct-2009		