

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
Bridon Cordage LLC		12/22/2010	LIMITED LIABILITY COMPANY: 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: 11

Property Type	Number	Word Mark
Registration Number:	1788212	BLACK GOLD
Registration Number:	1853676	GROWERS CHOICE
Registration Number:	1796412	MAGNUM
Registration Number:	1389147	MAGNUM
Registration Number:	1838697	MAGNUM POLYPROPYLENE BALER TWINE
Registration Number:	1569811	SIDEWINDER
Registration Number:	1677676	STINGER
Registration Number:	1852430	TOTAL-TIE
Registration Number:	2005462	TOTAL-TIE TYING TWINE
Registration Number:	1677673	ULTIMA
Registration Number:	2942844	XSR

CORRESPONDENCE DATA

Fax Number: (612)766-1600

900179565

**TRADEMARK
 REEL: 004439 FRAME: 0520**

OP \$290.00 1788212

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: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of December 22, 2010, by and between BRIDON CORDAGE LLC, a Minnesota limited liability company (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, Universal Cooperatives, Inc., 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


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

BRIDON CORDAGE LLC

By: [Signature]
Name: DENNIS Gyolai
Title: TREASURER

STATE OF MINNESOTA)
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 22nd day of DECEMBER, 2010 by Dennis Gyolai, the Treasurer of Bridon Cordage LLC, a Minnesota limited liability company, on behalf of such limited liability company.

 **THOMAS H. VICKER**
Notary Public
State of Minnesota
My Commission Expires
January 31, 2015

[Signature]
Notary Public

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

United States – Federal

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
USA	BLACK GOLD	74/341,669	21-Dec-1992	1,788,212	17-Aug-1993
USA	GROWERS CHOICE	74/448,655	19-Oct-1993	1,853,676	13-Sep-1994
USA	MAGNUM	74/353,270	28-Jan-1993	1,796,412	05-Oct-1993
USA	MAGNUM & Design	73/560,808	30-Sep-1985	1,389,147	08-Apr-1986
USA	MAGNUM POLYPROPYLENE BALER TWINE & Design	74/364,007	03-Mar-1993	1,838,697	07-Jun-1994
USA	SIDEWINDER & Design	73/799,088	10-May-1989	1,569,811	05-Dec-1989
USA	STINGER & Design	74/153,367	02-Apr-1991	1,677,676	03-Mar-1992
USA	TOTAL-TIE	74/448,654	19-Oct-1993	1,852,430	06-Sep-1994
USA	TOTAL-TIE TYING TWINE & Design	74/448,659	19-Oct-1993	2,005,462	08-Oct-1996
USA	ULTIMA	73/733,441	10-Jun-1988	1,677,673	03-Mar-1992
USA	XSR	78/102,724	15-Jan-2002	2,942,844	19-Apr-2005

Foreign

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Canada	BLACK GOLD	739597	25-Oct-1993	TMA451,778	15-Dec-1995
Canada	MAGNUM	739589	25-Oct-1993	TMA441,474	31-Mar-1995
Canada	MAGNUM & Design	621415	08-Dec-1988	TMA361,412	27-Oct-1989
Canada	SIDEWINDER & Design	663774	07-Aug-1990	TMA393,908	07-Feb-1992
Canada	ULTIMA	662757	24-Jul-1990	TMA388,776	06-Sep-1991