ETAS ID: TM308393

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interra International, Inc.		06/09/2014	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	4720 Piedmont Row Drive, Suite 300
Internal Address:	One Piedmont Town Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28210
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2942307	INTERRA
Serial Number:	86235145	RIVEREDGE FARMS

CORRESPONDENCE DATA

Fax Number: 9192868199

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.

Phone: 919 286-8000

Email: PTO TMconfirmation@mvalaw.com

Moore & Van Allen PLLC **Correspondent Name:**

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	031558-280
NAME OF SUBMITTER:	Ellen A. Rubel
SIGNATURE:	/Ellen A. Rubel/
DATE SIGNED:	06/20/2014

Total Attachments: 4

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NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Revolving Credit and Security Agreement dated as of June 9, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement") by and among the undersigned (the "Grantor"), the other entities party thereto as borrowers (together with the Grantor, the "Borrowers"), and PNC Bank, National Association, as Agent (the "Agent") for the lenders referenced therein (the "Lenders"), the undersigned has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARKS

Trademark No.

Description of Trademark

Date of Trademark

See Schedule A attached hereto.

TRADEMARK APPLICATIONS

Trademark Application No.

Description of Trademark Applied For

Date of Trademark

<u>Application</u>

See Schedule A attached hereto.

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TRADEMARK
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The Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as a sale or assignment of any trademark or trademark application.

Very truly yours,

INTERRA INTERNATIONAL, INC., a Georgia corporation, as Grantor

By:
Name: Stephen T | Saffer Title: President

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By:

The Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as a sale or assignment of any trademark or trademark application.

Very truly yours,

INTERRA INTERNATIONAL, INC., a Georgia corporation, as Grantor

By:______
Name:_____
Title:

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Agent

Name: D. Allison Evera

Title: $\sqrt{\xi}$

Schedule A

Interra International, Inc. (Georgia corporation)

U.S. Trademark

Registered Marks

*Mark	Registration No.	Registration Date
INTERRA	2942307	4/19/05

Pending Applications

Mark	Serial No.	Filing Date
RIVEREDGE FARMS	86235145	3/28/14

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TRADEMARK REEL: 005307 FRAME: 0554