

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343445

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VERDESIAN LIFE SCIENCES, LLC		04/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
VERDESIAN LIFE SCIENCES U.S., LLC		04/30/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
PLANT PROTECTANTS, LLC		04/30/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
QC LLC		04/30/2015	LIMITED LIABILITY COMPANY: MARYLAND
RODE-TROL, LLC		04/30/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
NORTHWEST AGRICULTURAL PRODUCTS LLC		04/30/2015	LIMITED LIABILITY COMPANY: WASHINGTON
INTX MICROBIALS LLC		04/30/2015	LIMITED LIABILITY COMPANY: INDIANA
SPECIALTY FERTILIZER PRODUCTS, LLC		04/30/2015	LIMITED LIABILITY COMPANY: OHIO
ADD-IRON LLC		04/30/2015	LIMITED LIABILITY COMPANY: MARYLAND
QC Holdings I, LLC		04/30/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
Serial Number:	85734760	VERDESIAN
Serial Number:	85731349	VERDESIAN
Registration Number:	3124270	AVAIL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3291791	AVAIL
Registration Number:	3301500	NUTRISPHERE-N
Registration Number:	3323003	SFP
Registration Number:	4214314	N-N
Registration Number:	4050519	MORE THAN MANURE
Registration Number:	3957856	
Registration Number:	3977286	N
Registration Number:	4160126	YIELD SIGNS
Serial Number:	85411170	TUXEDO
Registration Number:	4135147	MTM
Registration Number:	4290003	M M
Registration Number:	4314696	MM MORE THAN MANURE
Serial Number:	86008159	SURGENT
Registration Number:	2975388	CALCI PHITE
Registration Number:	2933463	CYTO-PHITE
Serial Number:	85901844	NUTRI-GROW MAGNUM WITH N-RICHED TECHNOLO
Registration Number:	3977732	NUTRI PHITE
Registration Number:	4648065	NUTRI PHITE
Registration Number:	1934958	NUTRI PHITE
Registration Number:	2691627	NUTRI-PHITE MAGNUM
Registration Number:	2694099	NUTRI-PHITE SULFONE
Registration Number:	4425387	QUALI-PHITE F
Registration Number:	4125840	TAKE OFF
Registration Number:	4557121	TAKE OFF CALCI PHITE
Registration Number:	4425683	TAKE OFF MAGNUM
Serial Number:	85901769	TAKE OFF P-DRIP Z
Registration Number:	4557118	TAKE OFF PHITE MZ
Registration Number:	4084613	TAKE OFF ST
Registration Number:	4557120	TAKE OFF SULFONE
Serial Number:	85468770	TURF PHITE
Serial Number:	85484294	TURF PHITE
Registration Number:	4080184	BLOOMTIME
Registration Number:	4226265	CHELAMINE GRANULAR
Registration Number:	4328287	CLEARDRIP
Registration Number:	3900438	EMINATE
Registration Number:	3900754	FRUITPLEX
Registration Number:	3248595	KNOCK-OUT
Registration Number:	2612196	LINEMASTER

Property Type	Number	Word Mark
Registration Number:	2627733	M-P-A
Registration Number:	4536070	MULTI-COM GRANULAR
Registration Number:	4034637	NAP NORTHWEST AGRI PRODUCTS
Serial Number:	86246203	PRESIDE
Registration Number:	3913508	STERIC K
Registration Number:	3691868	STERIC K DS
Registration Number:	4233354	STERIC K LS
Registration Number:	3631176	STERIC MKS
Registration Number:	3631352	STERIC P DS
Registration Number:	3913507	STERIC P III
Registration Number:	4233353	STERIC P LS
Registration Number:	3913509	STERIC S
Registration Number:	3691869	STERIC S DS
Registration Number:	4233355	STERIC S LS
Registration Number:	4034638	STERIC S
Registration Number:	3110538	STRYKE
Registration Number:	3250055	SOLUTION DS
Registration Number:	2626400	WILT-GUARD
Registration Number:	4144328	YEOMAN ORGANIC
Registration Number:	2473308	NUTRI GROW
Registration Number:	3694242	ACCOLADE
Registration Number:	3456558	CITRON
Registration Number:	3456821	CITRON H2O
Registration Number:	3818298	GUARD-N
Registration Number:	3818297	STRIDE
Registration Number:	3898818	N-CHARGE
Serial Number:	86553261	SAGARIS
Serial Number:	86559685	N-ROW
Serial Number:	86559682	PEANUT POWER
Registration Number:	3110609	FUNGI PHITE
Serial Number:	85921711	QUALITY STARTS BELOW THE SURFACE
Registration Number:	4455016	SOLU-GRADE
Registration Number:	3352950	SUCRACHELATE
Serial Number:	86189078	SUCRASUL
Registration Number:	3352949	SUCRASULFATE
Registration Number:	2922277	SUGROW
Registration Number:	2632474	DIAMOND BRAND
Registration Number:	2882025	HORTIMIX

Property Type	Number	Word Mark
Registration Number:	2628855	QC CORPORATION
Serial Number:	86539760	MICRO PRODUCTS, MACRO RESULTS
Serial Number:	86539767	NUTRIPACTION

CORRESPONDENCE DATA

Fax Number:

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: (212) 530-5607

Email: trademark@milbank.com

Correspondent Name: Anna Brook

Address Line 1: MILBANK, TWEED, HADLEY & MCCLOY, LLP

Address Line 2: 28 LIBERTY STREET, 47TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.64800
NAME OF SUBMITTER:	Anna Brook
SIGNATURE:	/Anna Brook/
DATE SIGNED:	06/03/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 30, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **GOLDMAN SACHS BANK USA**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of July 1, 2014, 2014 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

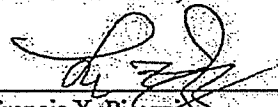
VERDESIAN LIFE SCIENCES, LLC

By: 
Name: Francis X. Pirozzi
Title: Chief Financial Officer


VERDESIAN LIFE SCIENCES U.S., LLC

By: 
Name: Francis X. Pirozzi
Title: Chief Executive Officer


PLANT PROTECTANTS, LLC

By: 
Name: Francis X. Pirozzi
Title: Chief Financial Officer


RODE-TROL, LLC

By: 
Name: Francis X. Pirozzi
Title: Chief Financial Officer

NORTHWEST AGRICULTURAL PRODUCTS LLC

By: 
Name: Francis X. Pirozzi
Title: Chief Financial Officer


INTX MICROBIALS LLC

By: 
Name: Francis X. Pirozzi
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


SPECIALTY FERTILIZER PRODUCTS, LLC

By: _____


Name: Francis X. Pirozzi
Title: Chief Financial Officer

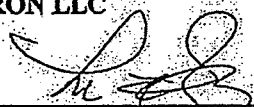
QC LLC

By: _____


Name: Francis X. Pirozzi
Title: Chief Financial Officer

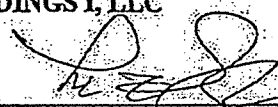
ADD-IRON LLC

By: _____


Name: Francis X. Pirozzi
Title: Chief Financial Officer

QC HOLDINGS I, LLC

By: _____


Name: Francis X. Pirozzi
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:
GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Authorized Signatory

Gabriel Jacobson
Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Jurisdiction	Trademark	Registration Number / (Serial Number)	Registration Date / (Filing Date)
Verdesian Life Sciences, LLC	United States	VERDESIAN	85734760	9/21/2012
	United States	VERDESIAN (Stylized & Design)	85731349	9/18/2012
	United States	AVAIL	3124270	8/1/2006
	United States	AVAIL AND DESIGN	3291791	9/11/2007
	United States	NUTRISPHERE-N	3301500	10/2/2007
	United States	SFP	3323003	10/30/2007
	United States	N-N	4214314	9/25/2012
	United States	MORE THAN MANURE	4050519	11/1/2011
	United States	AVAIL LOGO ONLY	3957856	5/10/2011
	United States	N LOGO ONLY	3977286	6/14/2011
	United States	YIELD SIGNS	4160126	6/19/2012
	United States	TUXEDO	85/411170	8/30/2011
	United States	MTM	4135147	5/1/2012
	United States	LOGO (MORE THAN MANURE)	4290003	2/12/2013
	United States	MORE THAN MANURE AND DESIGN	4314696	4/2/2013
	United States	SURGENT	86/008159	7/11/2013
Verdesian Life Sciences U.S., LLC	United States	CALCI PHITE	2,975,388	7/26/2005
	United States	CYTO-PHITE	2,933,463	3/15/2005
	United States	NUTRI-GROW MAGNUM WITH N-RICHED TECHNOLOGY	85/901,844	4/11/2013
	United States	NUTRI PHITE	3,977,732	6/14/2011
	United States	NUTRI PHITE	4,648,065	1/14/2014
	United States	NUTRI PHITE	1,934,958	11/14/1995
	United States	NUTRI-PHITE MAGNUM	2,691,627	2/25/2003
	United States	NUTRI-PHITE SULFONE	2,694,099	3/4/2003
	United States	QUALI-PHITE F	4,425,387	10/29/2013
	United States	TAKE OFF	4,125,840	4/10/2012
	United States	TAKE OFF CALCI PHITE	4,557,121	4/11/2013
	United States	TAKE OFF MAGNUM	4,425,683	10/29/2013
	United States	TAKE OFF P-DRIP Z	85/901,769	4/11/2013
	United States	TAKE OFF PHITE MZ	4,557,118	4/11/2013
	United States	TAKE OFF ST	4,084,613	1/10/2012
	United States	TAKE OFF SULFONE	4,557,120	4/11/2013
	United States	TURF PHITE	85/468,770	11/9/2011
	United States	TURF PHITE	85/484,294	11/30/2011
	United States	BLOOMTIME	4,080,184	1/3/2012

	United States	CHELAMINE GRANULAR	4,226,265	10/16/2012
	United States	CLEARDRIP	4,328,287	4/30/2013
	United States	EMINATE	3,900,438	1/4/2011
	United States	FRUITPLEX	3,900,754	1/4/2011
	United States	KNOCK OUT	3,248,595	5/29/2007
	United States	LINEMASTER	2,612,196	8/27/2002
	United States	M-P-A	2,627,733	10/1/2002
	United States	MULTI-COM GRANULAR	4,536,070	5/27/2014
	United States	NAP(DESIGN)	4,034,637	10/4/2011
	United States	PRESIDE	86/246,203	4/8/2014
	United States	STERIC K	3,913,508	2/1/2011
	United States	STERIC K DS	3,691,868	10/6/2009
	United States	STERIC K LS	4,233,354	10/30/2012
	United States	STERIC MKS	3,361,176	6/2/2009
	United States	STERIC P DS	3,631,352	6/2/2009
	United States	STERIC P III	3,913,507	2/1/2011
	United States	STERIC P LS	4,233,353	10/30/2012
	United States	STERIC S	3,913,509	2/1/2011
	United States	STERIC S DS	3,691,869	10/6/2009
	United States	STERIC S LS	4,233,355	10/30/2012
	United States	STERIC S LOGO	4,034,638	10/4/2011
	United States	STRYKE	3,110,538	6/27/2006
	United States	SOLUTION DS	3,250,055	6/5/2007
	United States	WILT-GUARD	2,626,400	9/24/2002
	United States	YEOMAN ORGANIC	4,144,328	5/15/2012
	United States	NUTRI GROW	2,473,308	7/31/2001
	United States	ACCOLADE	3,694,242	10/6/2009
	United States	CITRON	3,456,558	7/1/2008
	United States	CITRON H20	3,456,821	7/1/2008
	United States	ESCALADE	3,759,405	3/9/2010
	United States	GUARD-N	3,818,298	7/13/2010
	United States	STRIDE	3,818,297	7/13/2010
	United States	N-CHARGE	3,898,818	1/4/2011
	United States	<u>SAGARIS</u>	<u>86/553261</u>	3/4/2015
	United States	<u>N-ROW</u>	<u>86/559685</u>	3/10/2015
	United States	<u>PEANUT POWER</u>	<u>86/559682</u>	3/10/2015
Plant Protectants, LLC	United States	FUNGI PHITE	3110609	6/27/2006
QC LLC	United States	QUALITY STARTS BELOW THE SURFACE	(85/921,711)	(5-2-13)
	United States	SOLU-GRADE	4,455,016	10/8/2013
	United States	SUHRACHELATE	3,352,950	12/11/2007
	United States	SUCRASUL (Stylized & Design)	(86/189,078)	(2-10-14)
	United States	SUCRASULFATE	3,352,949	12/11/2007
	United States	SUGROW (Stylized & Design)	2,922,277	2/1/2005
	United States	DIAMOND BRAND	2,632,474	10/8/2002

	United States	HORTIMIX	2,882,025	9/7/2004
	United States	QC CORPORATION (Stylized & Design)	2,628,855	10/1/2002
	United States	<u>MICRO PRODUCTS, MACRO RESULTS</u>	<u>86539760</u>	<u>2/19/2015</u>
	United States	<u>NUTRIPACTION</u>	<u>86539767</u>	<u>2/19/2015</u>