

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 W. Monroe Street		
Internal Address:	17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1412770	ACTAGRO	
Registration Number:	3721486	ACTAGRO LIQUID HUMUS	
Registration Number:	3280776	ACTAGRO ORGANIC ACIDS	
Registration Number:	2525812	STRUCTURE	
Registration Number:	2418335	LOA	
Registration Number:	2750715	REWARD	
Registration Number:	2860410	PHOCON	
Registration Number:	2051161	MONARCH	
Registration Number:	2636455	CACHE	
Registration Number:	1866147	KWIK-START	
Registration Number:	2637041	FOLOPLEX	
Registration Number:	1212048	ACID-GRO	
Registration Number:	4259552	KATALYST	
Registration Number:	4329627	ELYXIR	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348
Email: jean.paterson@cscglobal.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	772438-55A
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/04/2015

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

General Electric Capital Corporation

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Antares Capital LP

Internal

Address: _____

Street Address: 500 W Monroe St, 17th Floor

City: Chicago,

State: IL

Country: USA Zip: 60661

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 21, 2015

- Assignment Merger
 Security Agreement Change of Name
Assignment of Intellectual Property
 Other Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

see attached

B. Trademark Registration No. (s)

see attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: _____

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

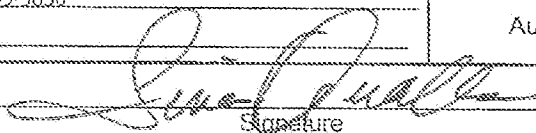
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

09/02/2015

Date

Tina Qualls

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

6

**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Assignment"), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, "GECC"), acting in its capacity as the current and resigning administrative agent (in such capacity, the "Retiring Agent") and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, "Antares"), acting in its capacity as the successor administrative agent (in such capacity, the "Successor Agent").

RECITALS:

WHEREAS, Actagro, LLC, a Delaware limited liability company, as "Grantor", and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements") conveying certain intellectual property set forth on Exhibit B hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: Mary Beth Dam
Name: Mary Beth Dam
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: Mary Beth Dam
Name: Mary Beth Dam
Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of December 30, 2011, and filed with the United States Patent and Trademark Office on December 30, 2011, at Reel 4689, Frame 0440.

Trademark Security Agreement dated as of May 9, 2013, and filed with the United States Patent and Trademark Office on May 9, 2013, at Reel 5024, Frame 0635.

Trademark Security Agreement dated as of December 16, 2013, and filed with the United States Patent and Trademark Office on December 16, 2013, at Reel 5174, Frame 0086.

EXHIBIT B

REGISTERED TRADEMARKS

Registered Trademarks:	Country of Registration:	Date of Registration:	Registration Number:	Owner:
Actagro®	USA	10/14/1986	1412770	Actagro, LLC
Actagro Liquid Humus®	USA	12/8/2009	3721486	Actagro, LLC
Actagro Organic Acids®	USA	8/14/2007	3280776	Actagro, LLC
Structure®	USA	1/1/2002	2525812	Actagro, LLC
LOA®	USA	1/2/2001	2418335	Actagro, LLC
Reward®	USA	8/12/2003	2750715	Actagro, LLC
Phocon®	USA	7/6/2004	2860410	Actagro, LLC
Monarch®	USA	4/8/1997	2051161	Actagro, LLC
Cache®	USA	10/15/2002	2636455	Actagro, LLC
Kwik-Start®	USA	12/6/1994	1866147	Actagro, LLC
Foloplex®	USA	10/15/2002	2637041	Actagro, LLC
Acid-Gro®	USA	10/12/1982	1212048	Actagro, LLC
Actagro®	Greece	3/24/2004	146652	Actagro, LLC
Actagro®	International Registration	11/05/2009	1020722	Actagro, LLC
Actagro®	Mexico	3/19/1992	408354	Actagro, LLC
Actagro®	Turkey	10/21/1998	201475	Actagro, LLC
Actagro®	Columbia	11/16/2000	234438	Actagro, LLC
Actagro Phocon®	Turkey	02/22/2008	2008-09275	Actagro, LLC
Actagro Phocon®	Turkey	03/27/2007	2007-15515	Actagro, LLC
KATALYST	USA	12/11/12	4259552	Actagro, LLC
ELYXIR	USA	04/30/13	4329627	Actagro, LLC

TRADEMARK APPLICATIONS

None.

IP LICENSES

1. Cosmocel, S.A. has rights and privileges to certain intellectual property owned by Actagro, LLC (formula updates) pursuant to the Second Restated License Agreement, dated May 22, 2007, by and between Cosmocel, S.A. and Actagro, LLC.

2. Cosmocel, S.A. has rights and privileges to certain intellectual property owned by Actagro, LLC pursuant to the Nonexclusive License Agreement, dated May 22, 2007, by and between Cosmocel, S.A. and Actagro, LLC.
3. Co-Existence Agreement, dated March 3, 1997, by and between Actagro, Inc. and Scott's Miracle-Gro Products, Inc. regarding the Kwik-Start trademark owned by Actagro, LLC.