

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGSPRING LOGISTICS, LLC		12/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Macquarie Bank Limited		
Street Address:	50 Martin Place		
Internal Address:	Attention: Legal Risk Management, Commodities and Financial Markets Group		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	NSW 2000		
Entity Type:	LIMITED PARTNERSHIP: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86508578	AGFORCE	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	713-223-2300		
Email:	docketing@bgllp.com		
Correspondent Name:	BRACEWELL & GIULIANI LLP		
Address Line 1:	P.O. BOX 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
ATTORNEY DOCKET NUMBER:	051726.000035		
NAME OF SUBMITTER:	Esmeralda Mendoza		
SIGNATURE:	/Brad Y. Chin/		
DATE SIGNED:	12/31/2015		
Total Attachments: 4			
source=Executed_IP_Security_Agreement_-_Agspring_Logistics_-_Grant_of_Trademark_Security_Interest#page1.tif			
source=Executed_IP_Security_Agreement_-_Agspring_Logistics_-_Grant_of_Trademark_Security_Interest#page2.tif			

OP \$40.00 86508578

source=Executed_IP_Security_Agreement_-_Agspring_Logistics_-_Grant_of_Trademark_Security_Interest#page3.tif
source=Executed_IP_Security_Agreement_-_Agspring_Logistics_-_Grant_of_Trademark_Security_Interest#page4.tif

THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE WORKING CAPITAL AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) PURSUANT TO THIS SECURITY AGREEMENT IN ANY TERM CAPITAL COLLATERAL (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE WORKING CAPITAL AGENT WITH RESPECT TO ANY PRIORITY TERM LOAN COLLATERAL ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN INTERCREDITOR AGREEMENT (AS AMENDED, MODIFIED, SUPPLEMENTED OR RESTATED, THE "INTERCREDITOR AGREEMENT") DATED AS OF DECEMBER 14, 2015 AMONG U.S. BANK NATIONAL ASSOCIATION, AS TERM LOAN AGENT FOR THE BENEFIT OF ITSELF AND THE TERM LOAN SECURED PARTIES (AS DEFINED THEREIN), MACQUARIE BANK LIMITED, AS WORKING CAPITAL AGENT FOR ITSELF AND THE WORKING CAPITAL SECURED PARTIES (AS DEFINED THEREIN), AND AGSPRING, LLC.

GRANT OF TRADEMARK SECURITY INTEREST

December 14, 2015

WHEREAS, AGSPRING LOGISTICS, LLC, a Delaware limited liability company ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, AGSPRING, LLC, a Delaware limited liability company ("Company"), has entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders") and Macquarie Bank Limited, as Administrative Agent for the ratable benefit of the Secured Parties (as defined therein) (in such capacity, "Administrative Agent"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor, the Administrative Agent, and other grantors named therein entered into that certain Security Agreement, dated as of the date hereof (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein), under which Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, the parties hereby agrees as follows:

1. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Administrative Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles or other source or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries; and

(ii) all extensions or renewals of any of the foregoing;

(iii) all goodwill of such Grantor’s business symbolized by any of the foregoing;

(iv) the right to sue or otherwise recover for past, present or future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; and


(v) all proceeds, products, rents and profits of or from any and all of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due or payable with respect thereto and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” shall have the meaning assigned to the term “Proceeds” in the UCC.

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 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.
3. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

AGSPRING LOGISTICS, LLC

By: 
Name: Bradley K. Clark
Title: President

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST -- AGSPRING]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

UNITED STATES TRADEMARKS:

<u>Owner</u>	<u>Trademark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
Agspring Logistics, LLC	Agforce	App: 86508578	App: January 20, 2015