

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650995

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Farmer's Business Network, Inc.		06/01/2021	Corporation: DELAWARE
Blue River Organic Seeds, LLC		06/01/2021	Limited Liability Company: IOWA
GENERIC CROP SCIENCE LLC		06/01/2021	Limited Liability Company: DELAWARE
FBN BR LLC		06/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC
Street Address:	225 W. Washington St., 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	5489853	PURAMAIZE
Registration Number:	3361539	BLUE RIVER
Registration Number:	4438935	WILLOWOOD USA
Registration Number:	5555310	NEMAMECTIN
Registration Number:	5596655	WILLOWOOD SULFENTRAZONE MTZ
Registration Number:	4957547	FARMERS BUSINESS NETWORK
Registration Number:	5078480	FBN
Registration Number:	5561532	FARMERS FIRST
Registration Number:	5235717	
Registration Number:	5231739	
Registration Number:	5595865	FBN
Registration Number:	6048313	FBN
Registration Number:	5258050	FARMERS BUSINESS NETWORK
Registration Number:	6211381	FBN DIRECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5617545	FBN DIRECT
Registration Number:	5670972	F2F
Registration Number:	5652418	FARMERS FIRST
Registration Number:	5323964	FARMERS BUSINESS NETWORK
Registration Number:	6066054	F2F GENETICS NETWORK
Registration Number:	6043370	FF F2F GENETICS NETWORK
Registration Number:	6043371	FF
Registration Number:	6043348	ACT360
Registration Number:	6043350	CROSSLOCK
Registration Number:	6043349	QUADRAXX
Registration Number:	6043368	ATARRUS
Registration Number:	6043369	FF F2F GENETICS NETWORK
Registration Number:	5956951	NUEVE
Registration Number:	4478811	PERPHECT H2O
Registration Number:	5608634	PREMIBOOST
Registration Number:	4949074	PERPHECT HOOF
Registration Number:	4557468	OGH
Registration Number:	5565706	PROPIG
Registration Number:	5453720	PROPIG
Registration Number:	3006138	PROPIG
Serial Number:	90212116	PURSUE YOUR PROSPERITY
Serial Number:	90595190	

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 9498527792

Email: ipprosecution@orrick.com, vsantos@orrick.com

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP

Address Line 1: 2050 MAIN STREET, SUITE 1100

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	35619.22
NAME OF SUBMITTER:	Victor Santos
SIGNATURE:	/Victor Santos/
DATE SIGNED:	06/01/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by Farmer’s Business Network, Inc., a Delaware corporation (the “*Grantor*”) in favor of Alter Domus (US) LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “*Administrative Agent*”).

WHEREAS the Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is 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 Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“*USPTO*”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any

unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

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 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, and acceptance by the USPTO, 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. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all

filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FARMER'S BUSINESS NETWORK, INC., as Grantor

By: DocuSigned by:
MARIA OLIDE
C250057609A744B
Name: Maria Olide
Title: Chief Financial Officer

BLUE RIVER ORGANIC SEES, L.L.C., as Grantor

By: DocuSigned by:
MARIA OLIDE
C250057609A744B
Name: Maria Olide
Title: Chief Financial Officer

GENERIC CROP SCIENCE LLC, as Grantor

By: DocuSigned by:
MARIA OLIDE
C250057609A744B
Name: Maria Olide
Title: Chief Financial Officer

FBN BR LLC, as Grantor

By: DocuSigned by:
MARIA OLIDE
C250057609A744B
Name: Maria Olide
Title: Chief Financial Officer

Acknowledged and Agreed:

ALTER DOMUS (US) LLC, as Administrative Agent

By: *M. Trybula*
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Blue River Organic Seeds, L.L.C.

U.S. Trademark Registrations

Mark Name	Reg. Date	Reg. No.
PURAMAIZE	06/12/2018	5489853
BLUE RIVER	01/01/2008	3361539


Generic Crop Science LLC

U.S. Trademark Registrations


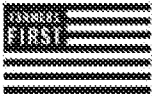



Mark Name	Reg. Date	Reg. No.
WILLOWOOD USA	11/26/2013	4,438,935
NEMAMECTIN	1/31/2018	5,555,310
WILLOWOOD SULFENTRAZONE MTZ	10/30/2018	5,596,655

Farmer's Business Network, Inc.

U.S. Trademark Registrations

Mark Name	Reg. Date	Reg. No.
FARMERS BUSINESS NETWORK	5/10/2016	4,957,547
FBN	11/8/2016	5,078,480
FARMERS FIRST	9/11/2018	5,561,532
	7/4/2017	5,235,717

Schedule A

	6/27/2017	5,231,739
FBN	10/30/2018	5,595,865
FBN	5/5/2020	6,048,313
FARMERS BUSINESS NETWORK	8/1/2017	5,258,050
FBN DIRECT	12/1/2020	6,211,381
FBN DIRECT	11/27/2018	5,617,545
F2F	2/5/2019	5,670,972
	1/15/2019	5,652,418
FARMERS BUSINESS NETWORK	10/31/2017	5,323,964
F2F GENETICS NETWORK	5/26/2020	6,066,054
	4/28/2020	6,043,370
	4/28/2020	6,043,371
ACT360	4/28/2020	6,043,348
CROSSLOCK	4/28/2020	6,043,350
QUADRAXX	4/28/2020	6,043,349
ATARRUS	4/28/2020	6,043,368
	4/28/2020	6,043,369
NUEVE	1/7/2020	5,956,951
PERPHECT H20	2/4/2014	4478811
PREMIBOOST	11/13/2018	5608634
PERPHECT HOOF	5/3/2016	4949074
OGH	6/24/2014	4557468


Schedule A

4138-8329-2204


TRADEMARK
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PROPIG	9/18/2018	5565706
PROPIG	4/24/2018	5453720
PROPIG	10/11/2005	3006138


U.S. Trademark Applications

Mark Name	Filing Date	Application No.
PURSUE YOUR PROSPERITY	9/25/2020	90/212,116
	03/22/2021	90/595,190

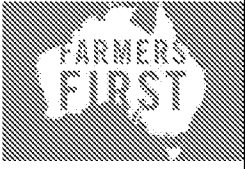
Non-U.S. Trademark Registrations

Country	Mark Name	Reg. Date	Reg. No.
Australia	FARMERS FIRST	11/20/2015	1282501
Australia	FBN Direct	05/15/2020	2088718
Australia	FARMER2FARMER	5/15/2020	2088721
Australia	F2F GENETICS NETWORK	5/15/2020	2088720
Australia	FBN AUSTRALIA	5/15/2020	2088717
Australia	FBN FINANCE	5/15/2020	2088719
Australia	FBN ADVISORY	5/15/2020	2088723
Canada	FARMERS BUSINESS NETWORK	3/28/2018	TMA993454
Canada	FBN	3/28/2018	TMA993451
Canada	FARMERS FIRST	11/14/2018	TMA1,008,932
Canada		4/12/2021	TMA1,097,985
Canada	FBN	12/30/2020	TMA1090723





Schedule A

Canada	FARMERS BUSINESS NETWORK	11/4/2019	TMA1061861
Canada	FBN DIRECT	4/21/2020	TMA1,077,083
Canada		3/1/2021	TMA1,094,608
Canada	CLEVER	5/25/2015	TMA904,469
Canada	Foax	2/24/2015	TMA897,325
Canada	Smoke	2/24/2015	TMA897,326
Canada	Inject-N	2/24/2015	TMA897,327
Madrid Protocol (Covering Australia)	FARMERS FIRST	11/20/2015	1282501
Madrid Protocol (Covering Australia)	PURSUE YOUR PROSPERITY	11/3/2020	1565394

Non-U.S. Trademark Applications

Country	Mark Name	Filing Date	Application No.	Status
Australia	FBN	05/15/2020	2088716	Pending
Australia	FARMERS BUSINESS NETWORK	5/15/2020	2088712	Pending
Australia	FARMERS BUSINESS NETWORK AUSTRALIA	5/15/2020	2088714	Pending
Australia	TRIO	5/15/2020	2088722	Pending
Australia		9/24/2020	2123036	Pending
Australia	PURSUE YOUR	11/3/2020	A0101866	Pending (Filed via Madrid)

Schedule A

	PROSPERITY			Protocol)
Canada	F2F GENETICS NETWORK	2/8/2019	1,945,385	Pending
Canada	SOY+1	2/14/2019	1,946,412	Pending
Canada		2/8/2019	1,945,413	Pending
Canada		2/8/2019	1,945,411	Pending
Canada	ACT360	3/13/2019	1,951,351	Pending
Canada	QUADRAXX	3/13/2019	1,951,352	Pending
Canada	ATARRUS	3/25/2019	1,953,523	Pending
Canada		2/8/2019	1,945,412	Pending
Canada	NUEVE	4/18/2019	1,958,171	Pending
Canada	PURSUE YOUR PROSPERITY	11/3/2020	2,071,699 (IR 1565394)	Pending (filed via Madrid Protocol)
Canada		4/7/2021	2097790	Pending

FBN BR LLC

State Trademark Registrations

Mark Name	State	Registration No.
FBN BROKERAGE	Nebraska	10264102
FBN ADVISORY	Nebraska	10264103
FBN BR	Nebraska	10264101

Schedule A

4138-8329-2204

RECORDED: 06/01/2021

TRADEMARK
REEL: 007312 FRAME: 0524