

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concept Agri-Tek, LLC		09/29/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	BMO Bank N.A.		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	97476647	FORTI MN	
Serial Number:	97476636	FORTI-MG	
Serial Number:	97402712	FORTI GREEN	
Serial Number:	97381312	SWEET FULVIC	
Serial Number:	97402701	TRANS-ZN	
Serial Number:	97402664	RESIDUE RX	
Serial Number:	97888092	PEST ASIDE	
Serial Number:	97402679	TRANS-CAL	
Serial Number:	97644891	AMINOGRO	
Serial Number:	97629348	KMEND	
Serial Number:	97476661	PENE-TEK	
Serial Number:	97476626	NITRO-TEK	
Serial Number:	86947118	CONCEPT AG	
Serial Number:	88274404	CONCEPT AGRI-TEK	
Serial Number:	97285307	CARBON RX	
Serial Number:	97521645	BUNCHA BUGS	
Serial Number:	85927561	FOLIAR RX	
Serial Number:	86866414	BIOVATE	
Serial Number:	86504662	SWEET SUCCESS	

CH \$1040.00 97476647

Property Type	Number	Word Mark
Serial Number:	97381294	NUTRIHANCE
Serial Number:	97383605	TOTAL-10
Serial Number:	88327652	BIO-FLO
Serial Number:	88722987	BIOAID
Serial Number:	88314232	BIORITE
Serial Number:	88314378	FULVIC FORCE
Serial Number:	88316087	PHOS-TEK
Serial Number:	88226555	SALT-X
Serial Number:	88317741	SOYGUARD
Serial Number:	88316851	STRESS-TEK
Serial Number:	88224932	WASTEMASTER
Serial Number:	97476608	AQUA RX
Serial Number:	87186121	TRANSMAXX TECHNOLOGY
Serial Number:	97402645	BIO-HEALTH
Serial Number:	97381178	BIORICE
Serial Number:	97414069	CALBOR
Serial Number:	97924889	CHITOCIDE
Serial Number:	97908599	KOMplete
Serial Number:	97907668	MAGMINUS
Serial Number:	97907899	PEG RX
Serial Number:	97907751	SEEDGUARD BIO
Serial Number:	87839726	CONCEPT AGRI-TEK

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/29/2023

Total Attachments: 8
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TRADEMARK COLLATERAL AGREEMENT

This 29th day of September, 2023, Concept Agri-Tek, LLC, a Missouri limited liability company (“*Borrower*”), William Curtis DBA Agri-Tek, LLC (“*Curtis*”), William Curtis, III DBA Concept Agri-Tek, LLC (“*Curtis III*”), and, together with Borrower and Curtis, each a “*Debtor*” and collectively the “*Debtors*”) each with its principal place of business and mailing address at 1300 Plant Road, Charleston, Missouri 63834, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Bank N.A., a national banking association (“*Bank*”), with its mailing address at 320 South Canal Street, Chicago, Illinois 60606, and its successors and assigns (the “*Secured Party*”) and grants to the Secured Party a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by such Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Borrower as set out in that certain Security Agreement bearing even date herewith between Borrower, the other parties executing the Security Agreement as Debtors, and Secured Party, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by any Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as such Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the

Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Each Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CONCEPT AGRI-TEK, LLC

By W F Curtis III
Name: William F. Curtis III
Title: Chief Executive Officer

WILLIAM CURTIS DBA AGRI-TEK, LLC

By W F Curtis III
Name: William F. Curtis III
Title: Chief Executive Officer

WILLIAM CURTIS, III DBA CONCEPT AGRI-TEK, LLC

By W F Curtis III
Name: William F. Curtis III
Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BMO BANK N.A.

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CONCEPT AGRI-TEK, LLC

By _____
Name: William F. Curtis III
Title: Manager

WILLIAM CURTIS DBA AGRI-TEK, LLC

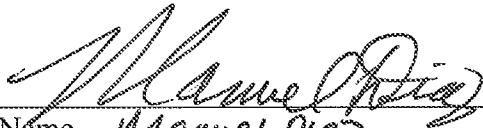
By _____
Name: William F. Curtis III
Title: Manager

WILLIAM CURTIS, IIIC DBA CONCEPT AGRI-TEK, LLC

By _____
Name: William F. Curtis III
Title: Manager

Accepted and agreed to as of the date and year last above written.

BMO BANK N.A.

By  _____
Name Manuel Diaz
Title Managing Director

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

LOAN PARTY	COUNTRY OF REGISTRATION OR APPLICATION	DESCRIPTION	SERIAL NUMBER/ REGISTRATION NUMBER	FILING DATE / REGISTRATION DATE
Concept Agri-Tek, LLC	U.S.	Forti MN	97476647 Registration Number: N/A	6/27/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Forti-MG	97476636 Registration Number: N/A	6/27/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Forti Green	97402712 Registration Number: N/A	5/10/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Sweet Fulvic	97381312 Registration Number: N/A	4/26/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Trans-ZN	97402701 Registration Number: N/A	5/10/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Residue RX	97402664 Registration Number: N/A	5/10/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Pest Aside (stylized)	97888092 Registration Number: N/A	4/14/2023 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Trans-Cal	97402679 Registration Number: N/A	5/10/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Aminogro	97644891 Registration Number: N/A	10/24/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Kmend	97629348 Registration Number: N/A	10/12/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Pene-tek	97476661 Registration Number: N/A	6/27/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Nitro-Tek	97476626 Registration Number: N/A	6/27/2022 Registration Date: N/A
Concept Agri-	U.S.	Concept AG	86947118	3/21/2016

Tek, LLC		(and design)	Registration Number: 5440909	Registration Date: 4/10/2018
Concept Agri-Tek, LLC	U.S.	Concept Agri-Tek (and design)	88274404 Registration Number: 54833810	1/24/2019 Registration Date: 8/13/2019
Concept Agri-Tek, LLC	U.S.	Carbon RX	97285307 Registration Number: N/A	2/25/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Buncha Bugs	97521645 Registration Number: 7086876	7/27/2022 Registration Date: 6/202/203
William Curtis DBA Agri-Tek, LLC	U.S.	Foliar RX	85927561 Registration Number: 4520410	5/9/2013 Registration Date: 4/29/2014
Concept Agri-Tek, LLC	U.S.	Biovate	86866414 Registration Number: 4998292	1/5/2016 Registration Date: 7/12/2016
Concept Agri-Tek, LLC	U.S.	Sweet Success	86504662 Registration Number: 4939091	1/15/2015 Registration Date: 4/19/2016
Concept Agri-Tek, LLC	U.S.	NutriHance	97381294 Registration Number: 7079386	4/26/2022 Registration Date: 6/13/2023
Concept Agri-Tek, LLC	U.S.	Total 10	97383605 Registration Number: 7079500	4/27/2022 Registration Date: 6/13/2023
Concept Agri-Tek, LLC	U.S.	Bio-Flo	88327652 Registration Number: 5845543	3/6/2019 Registration Date: 8/27/2019
Concept Agri-Tek, LLC	U.S.	BioAid	88722987 Registration Number: 7055683	12/11/2019 Registration Date: 5/16/2023
Concept Agri-Tek, LLC	U.S.	BioRite	88314232 Registration Number: 5845171	2/25/2019 Registration Date: 8/27/2019
Concept Agri-	U.S.	Fulvic Force	88314378	2/25/2019

Tek, LLC			Registration Number: 5861474	Registration Date: 9/17/2019
Concept Agri-Tek, LLC	U.S.	Phos-Tek	88316087 Registration Number: 5845299	2/26/2019 Registration Date: 8/27/2019
Concept Agri-Tek, LLC	U.S.	Salt-X	88226555 Registration Number: 5805015	12/12/2018 Registration Date: 7/16/2019
Concept Agri-Tek, LLC	U.S.	Soyguard	88317741 Registration Number: 5878487	2/27/2019 Registration Date: 10/8/2019
Concept Agri-Tek, LLC	U.S.	Stress-Tek	88316851 Registration Number: 5845338	2/26/2019 Registration Date: 8/27/2019
Concept Agri-Tek, LLC	U.S.	Wastemaster	88224932 Registration Number: 6219280	12/11/2018 Registration Date: 12/15/2020
Concept Agri-Tek, LLC	U.S.	AquaRX	97476608 Registration Number: 7086791	6/27/2022 Registration Date: 6/20/2023
William Curtis, IIIC DBA Concept Agri-Tek, LLC	U.S.	TransMaxx Technology	87186121 Registration Number: 5195562	9/28/2017 Registration Date: 5/2/2017
Concept Agri-Tek, LLC	U.S.	Bio-Health	97402645 Registration Number: 7077332	5/10/2022 Registration Date: 6/6/2023
Concept Agri-Tek, LLC	U.S.	BioRice	97381178 Registration Number: 7077328	4/26/2022 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Calbor	97414069 Registration Number: 7097858	5/17/2022 Registration Date: 7/4/2023
Concept Agri-Tek, LLC	U.S.	Chitocide	97924889 Registration Number: N/A	5/8/2023 Registration Date: N/A

Concept Agri-Tek, LLC	U.S.	Komplete	97908599 Registration Number: N/A	4/26/2023 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	MagMinus	97907668 Registration Number: N/A	4/26/2023 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Peg RX	97907899 Registration Number: N/A	4/26/2023 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	SeedGuard Bio	97907751 Registration Number: N/A	4/26/2023 Registration Date: N/A
Concept Agri-Tek, LLC	U.S.	Concept Agri-Tek	87839726 Registration Number: 5711323	3/19/2018 Registration Date: 3/26/2019
Concept Agri-Tek, LLC	Canada	Calbor	2229858 (IR 1702405) Registration Number: N/A	11/17/2022 Registration Date: N/A
Concept Agri-Tek, LLC	WIPO	Calbor	1702405 Registration Number: 1702405	5/17/2022 Registration Date: 11/17/2022