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To the Honorable Commissioner of Patent:

100930227

Original documents or copy thereof.

1. Name of conveying party(ies):

Vine Ripe, Inc., a Minnesota Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: May 14, 1998

2. Name and address of receiving party(ies)

Name: AgStar Farm Credit Services, ACA,
f/k/a Farm Credit Services of Southern MN., ACA
Internal Address: _____

Street Address: 1921 Premier Drive

City: Mankato State: MN ZIP: 56001

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Instrumentality of the United States

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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Serial No. 75-202,509
Filed November 22, 1996

B. Trademark Registration No.(s)

Bushel Boy
2,119,666

Additional numbers attached? Yes No

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

Name: AgStar Farm Credit Services, ACA

Internal Address: _____

Street Address: 1921 Premier Drive

City: Mankato State: MN ZIP: 56001

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David R. Hoelmer,
Vice President & General Counsel

David R. Hoelmer
Signature

December 16, 1998
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSN. NO.	B.O. NO.	CIF NO.
53	55	1334184

SECURITY AGREEMENT

- GRANT OF SECURITY INTEREST.** For value received, the undersigned Debtor, whether one or more, grants to Farm Credit Services of Southern Minnesota, ACA (after this called "Secured Party"), whose address is 45 Teton Lane Mankato Minnesota 56002-4249, a security interest in the property described in Section 2 (after this called "Collateral") to secure the payment and performance of the obligations described in Section 3 (after this called "Obligations").
- COLLATERAL DESCRIPTION.** The Collateral is the property described in one or more Exhibits to this Agreement which are by this reference incorporated into this Agreement.
- OBLIGATIONS SECURED.** "Obligations" means: (a) all existing and future loans, advances, indebtedness and payment and performance obligations owed or owing to Secured Party arising out of existing or future credit granted by Secured Party to Debtor (or any of them, if more than one), to Debtor and another, to another guaranteed or endorsed by Debtor, or to another designated by Debtor, whether direct or indirect, absolute or contingent, including both consumer and commercial credit, and both long-term and short-term credit; and (b) all existing and future payment and performance obligations of Debtor arising out of this Agreement and (c) all costs and expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement with interest from the date incurred at Secured Party's applicable loan rate on the date incurred, including, to the extent permitted by law, attorneys' fees and legal costs and expenses.
- DEBTOR'S DUTIES REGARDING COLLATERAL.**
 - Prohibition on Disposition of Collateral by Debtor.** DEBTOR SHALL NOT SELL, STORE OFF-FARM, LEASE OR OTHERWISE DISPOSE OF ANY COLLATERAL EXCEPT AS FOLLOWS:
 - Subject to any restrictions stated in an addendum to this Agreement and to Secured Party's continuing security interest in all proceeds and accounts arising from permitted disposition of Collateral, Debtor, before default, may in a commercially reasonable manner, (1) market milk, (2) market eggs, and (3) use feed, crops and products of crops as feed for Debtor's livestock and poultry; or b) as specifically authorized in a writing signed by Secured Party or in an addendum to this Agreement. Secured Party reserves the right, in its sole discretion, to revoke or modify any permission given Debtor to dispose of Collateral. * *J.J. Johnson*
 - Ownership Warranty.** Debtor warrants that Debtor is the absolute owner of all Collateral free of all interests, liens, encumbrances, options and security interests except: (a) Secured Party's security interest and (b) those disclosed to Secured Party by Debtor in writing.
 - Residence and Location.** Debtor's residence (if Debtor is a corporation or partnership, place of business or chief executive office if more than one place of business) is in the county and state shown above Debtor's signature. If all Collateral is not in this county, its location is (county or counties and state(s)): _____

This designation of location is not part of the description or identification of the Collateral. Collateral shall not be removed from the county of the location indicated except with the prior written consent of Secured Party. Debtor shall immediately inform Secured Party in writing of any change in Debtor's address or the location of the Collateral.

- Records and Reports.** Debtor shall keep permanent records of all material information on the acquisition, maintenance, identification and disposition of all Collateral in a form acceptable to Secured Party. Secured Party shall have the right to examine and copy these records at reasonable times and places. Debtor's records are kept at Debtor's present residence and shall not be removed from the state of Debtor's present residence. Debtor agrees to furnish Secured Party with written reports on the Collateral with content and at times as Secured Party may reasonably request.
- Maintenance of Collateral.** Debtor shall: (a) care for the Collateral in accordance with good agricultural practices and not permit its value to be impaired; (b) keep it free from all liens, encumbrances and security interests (other than those created or expressly permitted by this Agreement); (c) defend it against all claims and legal proceedings by persons other than Secured Party; (d) pay and discharge when due all taxes, license fees, levies and other charges upon it; (e) not permit it to become a fixture or an accession to other goods except as specifically authorized in a writing signed by Secured Party and (f) not permit it to be used in violation of any law, regulation or policy of insurance. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.
- Insurance.** Debtor shall keep all Collateral and Secured Party's interest in it insured under policies with provisions, coverages, amounts and by insurers satisfactory to Secured Party from time to time. Debtor shall furnish Secured Party with evidence of this insurance satisfactory to Secured Party. At Secured Party's request, Secured Party shall be specifically named in an appropriate union or standard mortgage clause endorsed on the policy. Debtor assigns and directs any insurer to pay to Secured Party the proceeds of this insurance and all premium refunds. Debtor authorizes Secured Party to endorse in Debtor's name any instrument for such proceeds or refunds. Secured Party shall have the option to apply the proceeds and refunds to any of the Obligations, whether or not due, or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of the Debtor or otherwise, to make, adjust and settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral and to cancel the insurance after the occurrence of an event of Default.
- Inspection.** Debtor shall permit and assist Secured Party to verify and inspect the Collateral wherever located at reasonable times.

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON ADDITIONAL PAGES OF THIS AGREEMENT. BY SIGNING, DEBTOR ACKNOWLEDGES THAT DEBTOR HAS READ ALL OF THESE PROVISIONS AND HAS RECEIVED AN EXACT COPY OF THIS AGREEMENT.

Debtor's County and State of Residence: Steele Minnesota

Dated: May 14, 1998

Vine Ripe, Inc., a Minnesota Corporation,
doing business as, Bushel Boy Farms

J.J. Johnson
By: Jay Johnson, CEO/President

David Peterson
By: David Peterson, Secretary

Bushel Boy Farms, Inc.,
a Minnesota Corporation

David Peterson
By: David Peterson, President Secretary

Jay Johnson
By: Jay Johnson, Secretary President

*Debtor shall be permitted to sell or dispose of any crop, inventory, equipment, or assets in the ordinary course of business. *J.J. Johnson*

5. DEFAULT.

- 5.1 **Default by Debtor.** Each of the following constitutes a default under this Agreement by Debtor (Default): (a) Failure to pay when due any principal, interest, advances, late charges, costs, attorneys' fees or other charges incurred on any of the Obligations; (b) The sale or other disposition of any of the Collateral when it is not authorized by this Agreement; (c) Failure to perform or observe any warranty, agreement or obligation contained in this Agreement or in any mortgage, deed of trust, security agreement, loan application or any evidence of or document relating to any of the Obligations; (d) Any warranty or information given to Secured Party in connection with this Agreement or any of the Obligations is false in any material respect when made; (e) Loss, theft, substantial damage, destruction or encumbrance of any of the Collateral or the making of any levy, seizure or attachment against it; (f) The acceleration of the maturity of Debtor's indebtedness to any other creditor; (g) The death, dissolution or termination of existence, insolvency, business failure, appointment of a receiver for any property, assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws, of, by, or against Debtor or any guarantor or surety of Debtor; (h) Failure of any of Debtor's account debtors or obligors to make payment when due or to honor Secured Party's security interest; or (i) The occurrence of any event which causes Secured Party in good faith to believe that the Obligations are inadequately secured or the prospect of payment, performance or realization on the Collateral is impaired.
- 5.2 **Secured Party's Remedies.** Secured Party, in addition to other rights and remedies provided in this Agreement or in any evidence of or document associated with the Obligations or provided by law, may do any one or more of the following if a Default occurs under Section 5.1: (a) Declare any or all Obligations immediately due and payable; (b) Refuse to make advances under any commitment; (c) Exercise all rights and remedies of a secured party under the Uniform Commercial Code; (d) Without notice to the Debtor or judicial process, peaceably enter upon any premises where the Collateral is located, take possession of all or any part of it, and remove it from the premises; (e) Require Debtor at Debtor's expense to assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; (f) Sell, lease or otherwise dispose of all or any part of the Collateral, without notice to Debtor except as required by law, in one or more parcels at public or private proceeding on such terms as Secured Party may deem commercially reasonable; (g) Occupy and use the Debtor's premises, pasturage, feed troughs and water to care for livestock Collateral; (h) Crops are perishable and may decline rapidly in value and Secured Party at Debtor's expense may protect, cultivate, harvest, thresh and combine crops and sell them at private sale; (i) Apply the proceeds of Debtor's Association stock and participation certificates to the Obligations in such order and at such times as Secured Party shall determine; (j) Require Debtor to reimburse Secured Party out of proceeds from the disposition of Collateral or otherwise for expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement. These expenses include the expenses of retaking, holding, preparing for sale or other disposition, and selling or disposing of the Collateral and, to the extent not prohibited by law, attorneys' fees and legal expenses. Secured Party may charge these expenses to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation. After deduction of these expenses, Secured Party may apply the proceeds of disposition to the Obligations in the order and amounts it elects; (k) If there is any security or collateral other than the Collateral described in this Agreement for any of the Obligations, then Secured Party may proceed upon the Collateral and the other security and collateral either concurrently or separately in any order it chooses.
- 5.3 **Commercially Reasonable.** In addition to other means which are commercially reasonable: (a) commercially reasonable notice is written notice sent to any address of Debtor given by Debtor to Secured Party in conjunction with this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of Collateral; and (b) commercially reasonable means of disposition of livestock include a sale through a livestock market and through a licensed livestock sales company.

6. MISCELLANEOUS PROVISIONS.

- 6.1 **True Information.** Debtor warrants that all information, statements and warranties given by or on behalf of Debtor to Secured Party in connection with this Agreement or the Obligations are true and correct.
- 6.2 **Collections.** (a) At any time Secured Party may, and Debtor shall upon request, notify Debtor's account debtors and obligors on instruments to make payment directly to Secured Party. Secured Party may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors and obligors. Unless this notification is given, Debtor, as agent of Secured Party, shall collect accounts and instruments. (b) When required by Secured Party, all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Secured Party, shall not be commingled with any other funds or property of Debtor and shall be turned over to Secured Party in precisely the form received (but endorsed by Debtor, if necessary for collection) not later than the third business day following the date of receipt. All proceeds of Collateral received by Secured Party directly or from Debtor shall be applied against the Obligations in such order and at such time as Secured Party shall determine.
- 6.3 **Maintenance of Security Interest.** To the extent permitted by law, Debtor shall pay all expenses, and upon request take any action reasonably deemed advisable by Secured Party, to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement.
- 6.4 **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to act for Debtor with full authority in the place and name of Debtor to take any action and to execute any instrument which the Secured Party may deem advisable to accomplish the purposes of this Agreement, including authority: (a) to endorse, collect, sue for, compromise and receive any drafts, instruments, documents or moneys due in connection with the Collateral; (b) to file any claims or take any action or institute any proceedings which Secured Party may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral; (c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and (d) to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement. Secured Party may charge its expenses of doing so to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation.
- 6.5 **Unauthorized Disposition and False Statements.** Debtor understands that the unauthorized disposition of Collateral or making a false statement or report to Secured Party in connection with a loan could result in civil and criminal consequences to Debtor (Federal Statutes 18 U.S.C. 658, 1014).
- 6.6 **Waiver.** The failure or delay of Secured Party to enforce any right shall not be construed as a waiver of the right. Secured Party's waiver of any default shall not constitute a waiver of any prior or subsequent default. Secured Party waives only those rights specified in a writing signed by Secured Party. The provisions of this Agreement shall not be modified or waived by any course of dealing or trade usage.
- 6.7 **Secured Party Not Liable.** Secured Party has no duty to exercise or to withhold the exercise of any of the rights and powers expressly or implicitly granted to it in this Agreement and shall not be responsible for any failure to do so or delay in so doing. Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from all liability for any act or omission relating to the Obligations, the Collateral or this Agreement except Secured Party's willful misconduct.
- 6.8 **Financing Statement.** A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.
- 6.9 **Persons Bound.** Each person signing this Agreement, other than the Secured Party, is a Debtor. The Obligations of all Debtors are joint and several, and all Debtors hereby acknowledge receipt of all of the proceeds of the loan. This Agreement benefits Secured Party, its successors and assigns, and binds the Debtor and Debtor's heirs, personal representatives, successors, and assigns.
- 6.10 **Agency.** Until Secured Party is prospectively notified in writing by Debtor to the contrary, Secured Party may rely upon the following: (a) If Debtor is two or more individuals, the act or signature of any one of them shall bind them all; (b) If Debtor is a partnership, each partner is fully authorized to act for the partnership in all matters governed by this Agreement; (c) If Debtor is a corporation, each officer is fully authorized individually to act for and bind the corporation in all matters governed by this Agreement.
- 6.11 **Cumulative Rights.** All rights and remedies of Secured Party in this Agreement are cumulative and are in addition to other rights and remedies given in this Agreement or in any evidence of or document associated with the Obligations or provided by law.
- 6.12 **Termination.** This Agreement shall not be made null and void because at any particular time there is no outstanding secured Obligation and no commitment to lend money, if at the time the parties are contemplating additional loans or advances. It shall continue in effect for all Obligations to Secured Party arising prior to the filing of record of a UCC Termination Statement covering all Collateral. Debtor instructs Secured Party not to file a UCC Termination Statement until requested by Debtor.
- 6.13 **Interpretation.** This Agreement shall be governed by the laws of the state in which Secured Party's office originating the credit is located. In this Agreement, "including" means "including but not limited to" and indicates an illustrative and incomplete listing.
- 6.14 **Wisconsin Performance Deposit.** If Debtor has and exercises a right to redeem any Collateral under Section 425.208, Wisconsin Statutes, the performance deposit tendered by Debtor shall not bear interest while held by Secured Party.

TRADEMARK

REEL: 1832 FRAME: 0374

ASSN. NO.	BOOK NO.	SERIAL NO.
53	55	1334184

EXHIBIT TO SECURITY AGREEMENT
DESCRIPTION OF COLLATERAL - GENERAL

1. **Description of Collateral.** The Collateral referred to in the Security Agreement dated May 14, 1998 by the undersigned Debtor to Farm Credit Services of Southern Minnesota, ACA (Secured Party) includes, whether now owned or later acquired, the property described opposite the box(es) checked below and the property described at Sections 1.9 through 1.13.

1.1 All crops which are now, or during the term of the Security Agreement will become, growing on real estate in the State of Minnesota. The real estate is more specifically described as follows (if required by state law):

	ACRES	QTR.	SEC.	TWP.	N/S	RNG.	EW	COUNTY
Tr. 1	<u>See attached Exhibit A</u>							
Tr. 2								
Tr. 3								
Tr. 4								
Tr. 5								

THIS SECURITY AGREEMENT COVERS CROPS NOW GROWING. THIS SECURITY AGREEMENT ALSO COVERS FUTURE CROPS TO BE GROWN IN THE CURRENT YEAR OR ANY YEAR HEREAFTER.

- 1.2 All harvested crops and all processed crops, whether or not produced by Debtor.
- 1.3 All livestock and poultry.
- 1.4 All feed, seed, fertilizer, insecticides, herbicides and other agricultural chemicals and supplies.
- 1.5 All general intangibles.
- 1.6 All equipment, all spare parts and special tools for such equipment, all motor vehicles and all fixtures.
- 1.7 All contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to, all entitlements, rights to payment, and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs, including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Agricultural Stabilization and Conservation Service Feed Grain Program; and all proceeds of the foregoing.

1.8 Property specifically described here: _____

- 1.9 **Association Stock.** Debtor's association stock and participation certificates and all equity reserve and allocated surplus in the association, its successors and assigns.
- 1.10 **Accounts and Proceeds.** All accounts receivable, contract rights, and cash and non-cash proceeds from the sale, exchange, collection or disposition of any Collateral. (Debtor is **NOT AUTHORIZED TO SELL** or dispose of any Collateral unless authorized in the Security Agreement or in a writing signed by Secured Party.)
- 1.11 **Documents.** All documents of title, warehouse receipts, weight receipts, scale tickets, storage contracts (including CCC contracts) and deficiency payments covering or arising from any Collateral.
- 1.12 **Additions.** All additions, accessions, replacements and substitutions of or to any Collateral and all property of similar type or kind, including all offspring of livestock and poultry.
- 1.13 **Products.** All products of crops, livestock and poultry given as Collateral including eggs, milk and wool and all products into which any of the Collateral has been or shall later be manufactured, processed or assembled

2. The Collateral described in this Exhibit is in addition to property described in additional Exhibits to the Security Agreement, if any. To the extent the Collateral described in this Exhibit is similar or after-acquired property or products or proceeds of existing Collateral, its inclusion in this Exhibit is for the purpose of more specifically identifying the Collateral. This Exhibit shall in no way affect the priority of the security interest of Secured Party in existing Collateral or limit the parties' intention that all similar and after-acquired property, products, and proceeds of the Collateral are also Collateral under the Security Agreement.

Dated: May 14, 1998

Vine Ripe, Inc., a Minnesota Corporation,
doing business as, Bushel Boy Farms

By: Jay Johnson
By: Jay Johnson, CEO/President

By: David Peterson
By: David Peterson, Secretary

Bushel Boy Farms, Inc.,
a Minnesota Corporation

By: David Peterson
By: David Peterson, President Secretary

By: Jay Johnson
By: Jay Johnson, Secretary President

Exhibit A
Description of Crops

Tract I: All that part of Lot 1, Block 1, Utilities Industrial Park, Owatonna, Steele County, Minnesota described as: Beginning at the Southwest corner of said Lot 1; thence North 0 degrees 41 minutes 04 seconds West, Minnesota State Plane Grid bearing 453.98 feet to the Southwest corner of Lot 3 in said Block 1; thence North 88 degrees 47 minutes 55 seconds East 736.10 feet along the South line of said Lot 3 and its extension to the East line of said Lot 1; thence South 0 degrees 41 minutes 04 seconds East 452.27 feet to the Southeast corner of said Lot 1; thence South 88 degrees 39 minutes 57 seconds West 736.12 feet to beginning.

AND

Tract II: All that part of the NW¼NW¼ of Sec. 17, T107N, R20W, Steele County, Minnesota, described by: Beginning at the Northwest corner of said NW¼; thence North 89 degrees 25 minutes 24 seconds East assumed bearing, 692.00 feet along the North line of said NW¼; thence South 0 degrees 10 minutes 27 seconds West 1022.00 feet along a line parallel with the West line of said NW¼; thence South 89 degrees 25 minutes 24 seconds West 692.00 feet to the West line of said NW¼; thence North 0 degrees 10 minutes 27 seconds East 1022.00 feet to beginning.