

02-09-1999



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100961901

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **2.1.99**  
**FRIONA INDUSTRIES, L.P.**

Individual(s)                      Association  
 General Partnership               Limited Partnership  
 Corporation - State of \_\_\_\_\_  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: **COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, as Agent**

Internal Address: **36th Floor**

Street Address: **245 Park Avenue**

City: **New York** State: **New York** ZIP: **10167**

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: **November 2, 1998**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other **Banking Cooperative operating under laws of Netherlands**

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
**75/436,038**

B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

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

Name: **P. Weston Musselman, Jr.**  
**Jenkins & Gilchrist, P.C.**

Internal Address: \_\_\_\_\_

Street Address: **1445 Ross Avenue, Ste. 3200**

City: **Dallas** State: **Texas** Zip: **75202-2799**

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.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: \_\_\_\_\_

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

0 /00/1999 BNGUYEN 00000162 75436038

0 FC:481 40.00 OP

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.*

**P. Weston Musselman, Jr.**                      *P. Weston Musselman, Jr.*                      **1/25/99**  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: **8**

## TRADEMARK SECURITY AGREEMENT

WHEREAS, FRIONA INDUSTRIES, L.P., a Delaware limited partnership ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, FRIONA AGRICULTURAL CREDIT CORPORATION ("FACC"), certain banks or other lending institutions (herein collectively referred to as the "Banks") and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, as agent for the Banks ("Agent") are parties to a Consolidated Amended and Restated Revolving Credit Agreement dated July 31, 1997, as amended by that certain Second Consolidated Amended and Restated Revolving Credit Agreement dated June 19, 1998 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor and FACC by the Banks; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Agent for the benefit of Lenders a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor and FACC under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill


associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted to secure the Obligations (as defined in the Credit Agreement) and in conjunction with the security interests granted to Agent pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

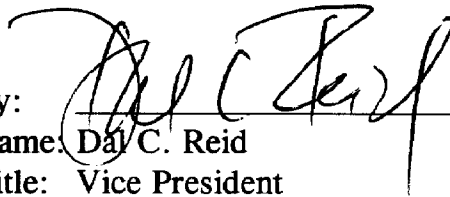
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of November 2, 1998.

FRIONA INDUSTRIES, L.P.

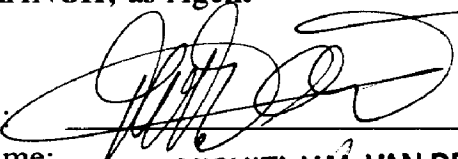
By: CATTLE RESOURCES, INC.,  
its General Partner

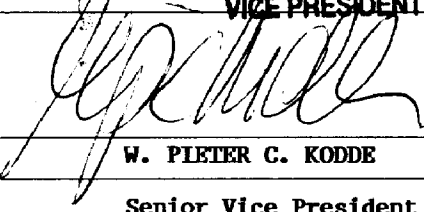
By:   
Name: Dal C. Reid  
Title: Vice President

FRIONA AGRICULTURAL CREDIT  
CORPORATION

By:   
Name: Dal C. Reid  
Title: Vice President

COÖPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK B.A., *DSR*  
"RABOBANK NEDERLAND", NEW YORK  
BRANCH, as Agent

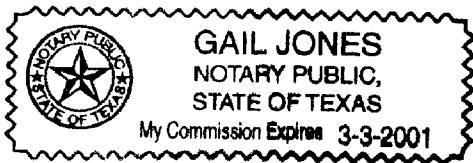
By:   
Name: \_\_\_\_\_ **MICHIEL V.M. VAN DER VOORT**  
Its: \_\_\_\_\_ **VICE PRESIDENT**

By:   
Name: \_\_\_\_\_ **W. PIETER G. KODDE**  
Its: \_\_\_\_\_ **Senior Vice President**

ACKNOWLEDGMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF POTTER )

This instrument was acknowledged before me on 11/4, 1998 by Dal C. Reid, Vice President of Cattle Resources, Inc. as General Partner to Friona Industries, L.P., a Delaware limited partnership, on behalf of said partnership.

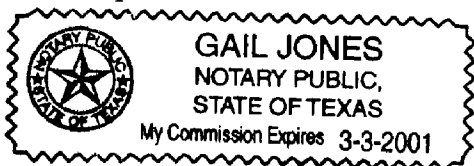


Gail Jones  
Notary Public

My commission expires: 3-3-2001

STATE OF TEXAS )  
 ) ss.  
COUNTY OF POTTER )

This instrument was acknowledged before me on 11/4/, 1998 by Dal C. Reid, Vice President of Friona Agricultural Credit Corporation L.P., a Delaware corporation, on behalf of said corporation.



Gail Jones  
Notary Public

My commission expires: 3-3-2001

STATE OF NEW YORK )  
 )  
 ) QUEENS ) SS.  
COUNTY OF NEW-YORK )

This instrument was acknowledged before me on November 10, 1998 by Michiel V.M. Van Der Voort, Vice President of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, banking cooperative organized under the laws of the Netherlands, on behalf of said cooperative.

Marita H. de Guzman  
Notary Public  
MARITA H. DE GUZMAN  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01DE5076574  
QUALIFIED IN QUEENS COUNTY CERTIFIED IN NY  
COMMISSION EXPIRES APRIL 21, 1999 COUNTY

My commission expires: \_\_\_\_\_

STATE OF NEW YORK )  
 )  
 ) QUEENS ) SS.  
COUNTY OF NEW-YORK )

This instrument was acknowledged before me on November 10, 1998 by W. Pieter C. Kodde, Senior Vice President of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, banking cooperative organized under the laws of the Netherlands, on behalf of said cooperative.

Marita H. de Guzman  
Notary Public  
MARITA H. DE GUZMAN  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01DE5076574  
QUALIFIED IN QUEENS COUNTY CERTIFIED IN NY  
COMMISSION EXPIRES APRIL 21, 1999 COUNTY

My commission expires: \_\_\_\_\_

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS				
Owner of Record	Country of Registration	Trademark	Applications, Registration or Serial No.	Registration or Filing Date
Friona Industries, L.P.	USA	FORAGE LYX	Serial No.75-436,038	Filed 2/18/98
Friona Industries, L.P.	USA	1-800-45HI-PRO	Serial No.74-641; Reg. No.1,966,592	Filed 3/2/95; Registered 4/9/96
Friona Industries, L.P.	USA	HI-PRO	Serial No.74-363,877; Reg. No. 1,959,519	Filed 3/2/93; Registered 3/5/96
Friona Industries, L.P.	USA	Design only; (upside down triangle and right side up triangle, side by side)	Serial No.74-363,876; Reg. No. 1,820,069	Filed 3/2/93; Registered 2/8/94
Friona Industries, L.P.	USA	Design of an upside down triangle and a right side up triangle, side by side, with the words "HI-PRO" on top of the triangles and the words "PRO EDGE" underneath the triangles	Serial No.74-589,931; Reg. No. 1,952,692	Filed 10/24/94; Registered 1/30/96
Friona Industries, L.P.	USA	Design of an oval with an upside down triangle and a right side up triangle, side by side, and one big star with two little stars on either side of it underneath the triangles, with the words "Hi-Pro Producer's Edge" in the middle of the oval, in between the designs	Serial No.74-589,247; Reg. No. 1,950,674	Filed 10/24/94; Registered 1/23/96
Friona Industries, L.P.	USA	Design of an upside down triangle and a right side up triangle, side by side, with the words "HI-PRO" on top of the upside down triangle	Serial No.74-363,873, Reg. No. 1,959,518	Filed 3/2/93; Registered 3/5/96

**TRADEMARK LICENSES**

NONE