

09-17-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 9-10-02 CABOT CREAMERY COOPERATIVE, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other cooperative corporation/state

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: May 31, 2002

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

Internal Address: Street Address: 67 Hunt St., Suite 3 City: Agawam State: MA Zip: 01001

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Federal instrumentality

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 registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) see attached

Additional number(s) attached Yes No

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

Name: CoBANK, ACB Internal Address: Street Address: 67 Hunt St., Suite 3 City: Agawam State: MA Zip: 01001

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Linda Raschi Name of Person Signing

Signature Linda Raschi

Date 9/9/02

Total number of pages including cover sheet, attachments, and document: 8

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

09/17/2002 6TDM11 00000016 1328745

01 FC:481 40.00 OP 02 FC:482 75.00 OP

TRADEMARK REEL: 002582 FRAME: 0294

TRADEMARK FEE PROCESS RECEIVED SEP 10 P 3:13

CONTINUATION OF ITEM 4, B

SCHEDULE A

TO ASSIGNMENT OF TRADEMARKS FOR SECURITY

DATED AS OF MAY 31, 2002

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Cabot	1,328,745	4/2/85
Vermontzarella	1,559,159	10/3/89
Chedablanca	1,697,043	6/23/92

<u>TRADEMARK NAME</u>	<u>APPLICATION SERIAL NO.</u>	<u>FILING DATE</u>
Big Easy Pizza	74/088798	8/17/90

ASSIGNMENT OF TRADEMARKS FOR SECURITY

THIS AGREEMENT made and entered into as of May 31, 2002, by and between **CABOT CREAMERY COOPERATIVE, INC.** (together with its successors and assigns, "Debtor"), and **CoBANK, ACB** ("CoBank").

WITNESSETH

WHEREAS, Agri-Mark, Inc. ("Agri-Mark") and CoBank have entered into a Master Loan Agreement dated May 1, 1996, Supplements, and Promissory Notes and may from time to time enter into other loan agreements, supplements, and promissory notes which, together with all documents and instruments ancillary thereto, are hereinafter collectively referred to as the "Loans";

WHEREAS, Debtor is a wholly owned subsidiary of Agri-Mark and to induce CoBank to continue to lend to Agri-Mark, Debtor has provided CoBank with a Continuing Guarantee dated as of May 31, 2002 (the "Guaranty") whereby Debtor has agreed to guarantee any and all present and future indebtedness of Agri-Mark to CoBank;

WHEREAS, to secure the obligations due from Debtor to CoBank pursuant to the Guarantee and Loans, Debtor and CoBank have entered into a Security Agreement dated as of May 31, 2002 ("Security Agreement") pursuant to which Debtor has granted a security interest in all of its right, title, and interest in and to certain property described in the Security Agreement; and

WHEREAS, Debtor desires to confirm the grant by Debtor to CoBank under the Security Agreement of a security interest in all of its right, title and interest in and to the Trademarks, as that term is defined in Paragraph 1 of this Agreement, in the name of Debtor, and to grant a power of attorney as hereinafter provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties mutually covenant and agree as follows:

1. To further secure the payment and performance of all of Debtor's obligations under the Guarantee and Loans, Debtor hereby grants to CoBank a first and valid security interest in all of Debtor's rights, titles and interests in the United States and throughout the world for the countries specified, in and to all of its now owned and hereafter acquired trademarks, service marks, tradenames, and trade styles, and all registrations and applications to register same, and the goodwill of the business relating thereto or in which Debtor may have or hereafter acquire any interest (the "Trademarks"), including, but not limited to Trademark registrations and renewals thereof, all listed or to be listed when hereinafter acquired on Schedule A, attached hereto and made a part hereof and subject to the provisions of Paragraph 14, in and to all income, royalties, damages and payments now and hereafter due and/or payable under all Trademarks and, subject to the provisions of Paragraph 14, in and to all rights during the term of this

Agreement to sue, collect and retain for its own benefit damages and payments for past or future infringements thereof. All hereinafter acquired Trademarks are subject to this Agreement even if not yet listed on a revised Schedule A.

2. Debtor warrants and represents to and covenants with CoBank that:

a. Debtor is not in default under the Guarantee and Loans or the Security Agreement.

b. Debtor is the present legal and equitable owner of the entire right, title and interest in and to the Trademarks, and, to its best knowledge and belief, has good and indefeasible title thereto;

c. The Trademarks are free and clear of all security interests, liens, claims and encumbrances, except those of CoBank;

d. Debtor has not granted any license, rights and privileges in or to the Trademarks to any party, except CoBank;

e. To its best knowledge, information and belief, Debtor may use the Trademarks described and claimed in the Trademarks, free and clear of the infringement of or interference with the rights of others;

f. Debtor has no outstanding threats of action and has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of the rights of Debtor in the Trademarks.

3. Debtor agrees that it shall not, except as permitted under the Guarantee and Loans, license, transfer, convey or encumber an interest in or to the Trademarks without the prior express written consent of CoBank.

4. To the best knowledge and belief of Debtor, the Trademarks have been duly and properly filed and issued, and are valid and enforceable.

5. Debtor shall not take any action, nor permit an action to be taken by others subject to Debtor's control, including licensees, nor fail to take any action which would adversely affect the validity, grant of security interest in an enforcement of the Trademarks.

6. Subject to this Agreement, Debtor shall assume and continue, at its own cost and expense, full and complete responsibility for the prosecution, defense, enforcement or any other actions in connection with the Trademarks. In order to effectuate the rights and remedies of the CoBank hereunder, Debtor hereby irrevocably appoints the CoBank attorney-in-fact for the Debtor (with full power of substitution), in the name, place and at the expense of the Debtor, but only in connection with an event of default (as hereinafter defined) and an acceleration (as defined in the Security Agreement), and at CoBank's discretion to (a) sign, execute, and deliver

any and all instruments and documents and do all acts and things to the same extent as the Debtor could do, to sell, assign, and transfer any or all of the Debtor's rights, title and interests in the Trademarks and (b) to carry out any obligation or duty under this Agreement.

7. Debtor shall promptly notify CoBank in writing of any suit, action or proceeding brought against it relating to, concerned with or affecting the Trademarks or infringement of any Trademark, and shall, on request, deliver to CoBank a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep CoBank fully advised in writing of the progress of any such suit.

8. In the event of any infringement of the Trademarks by others known or brought to the attention of Debtor, which infringement continues for a period greater than six (6) months, or which is material or flagrant or otherwise of such a nature that it is detrimental to the normal conduct of the business or profits of Debtor, then Debtor shall promptly notify CoBank in writing of such infringement and the full nature, extent, evidence and facts of such infringement known to Debtor.

9. In accordance with its past practices, and without any obligation to change such practices, Debtor, at its own cost and expense, shall evaluate any name or mark which appears to Debtor to be a trademark and shall prepare, file and prosecute applications to register any such name or mark, and shall defend and obtain Trademark registrations covering those names and marks, which Debtor believes are necessary to provide trademark protection for the normal conduct of its business.

10. Upon payment in full of the Debtor's debt owed under the Guarantee and Loans, the power of attorney granted herein at Paragraph 6 shall automatically terminate.

11. Debtor shall mark or cause to be marked all articles, devices, or machines made or sold by it covered by any of the Trademarks with the words "trademark", "registered", "R" or in other form as accepted or required by the Trademark marking laws of each country.

12. During the term of this Agreement, all income, royalties, payments and damages due and payable to Debtor under the Trademarks shall be paid to Debtor; provided, however, upon the occurrence of an event of default under this Agreement and upon an acceleration (as defined in the Security Agreement, Guarantee and Loans), all income, royalty payments and damages received thereafter shall be paid directly to CoBank, and shall be applied by CoBank on account of the Debtor's debt owed under the Guarantee and Loans. Upon the occurrence of the foregoing, CoBank shall have the right to notify payors to make their payments directly to the CoBank.

13. Debtor agrees that it will indemnify and hold CoBank harmless of and from any and all claims, demands, assertions, losses, costs (including attorneys' fees and expenses), damages, liabilities, expenses, fines, levies, judgments and awards which in any way, manner or respect may be incurred by or collectible from or entered against CoBank in any way, manner, or respect, arising from or having to do with this Agreement or the Trademarks.

14. Should any part or provision of this Agreement be held unenforceable or conflicting with the law of any jurisdiction, the validity of the remaining parts or provisions hereof shall not be affected thereby.

15. Events of default include those events set forth in the Guarantee and Loans, in the Security Agreement, and any breach of covenant in this Agreement if such breach under this Agreement continues for ten (10) days after notice thereof from CoBank to Debtor, and any warranty or representation in this Agreement, the Guarantee and Loans or the Security Agreement shall prove to have been false or misleading in any material respect when made or when deemed to have been made.

16. This Agreement and the obligations which it secures and all rights and liabilities of the parties shall be governed by Colorado laws except to the extent that federal law is applicable.

17. If any provision of the Security Agreement is inconsistent with any provision hereof, the provisions of the Security Agreement shall control, except that any remedy provided by this Agreement which may be greater than or in addition to the remedies provided thereunder shall not be deemed to be an inconsistency.

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

CABOT CREAMERY COOPERATIVE, INC.

By Margaret H. Bertolini
Title: Treasurer

CoBANK, ACB

By Mavis A. Hale
Title: Vice President

Commonwealth
STATE OF MASSACHUSETTS)
)ss.
COUNTY OF Essex)

On June 10, 2002 before me, ANDREA E. GALLANT,
personally appeared MARGARET H. BERTOLINO,
personally known to me to be the person(s) whose name(s) is are subscribed to the within
instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~
authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Andrea E. Gallant
Signature of Notary

MY COMMISSION EXPIRES 5/20/2005

[SEAL]

STATE OF MASSACHUSETTS)
)ss.
COUNTY OF HAMPDEN)

On May 20, 2002 before me, Linda L. Raschi,
personally appeared Marvin E. Hale, Vice President of CoBank A.B.,
personally known to me to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Linda L. Raschi
Signature of Notary

MY COMMISSION EXPIRES
FEBRUARY 13, 2009

[SEAL]

SCHEDULE A

TO ASSIGNMENT OF TRADEMARKS FOR SECURITY

DATED AS OF MAY 31, 2002

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