02-13-2003

2-12-03

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

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies):

Bank of America, N.A , as Agent

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other National Association

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

2. Name and address of receiving party(ies)

Name: Countrymark Cooperative, LLP

Internal Address:

Street Address: 255 S. East Street, Suite 605

City: Indianapolis State: IN Zip: 46202

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other Limited Liability Partnership- DE

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

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 1/31/03

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

A. Trademark Application No.(s) ~~75/567,557;~~ 75/566,724

B. Trademark Registration No.(s) 1,824,640; 2,018,811; 1,883,269

Additional number(s) attached [ ] Yes [x] No

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

Name: Kristin Brozovic

Internal Address:

Street Address: Latham & Watkins
233 S. Wacker Drive, Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....$ 140.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kristin Brozovic — Name of Person Signing

Kristin Brozovic — Signature

2/11/03 — Date

Total number of pages including cover sheet, attachments, and document: 7

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

02/13/2003 GTON11 00000006 75567557

01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

Item #2:

Countrymark Cooperative, LLC
255 S. East Street, Suite 605
Indianapolis, IN 46202
a Delaware Limited Liability Corporation

Countrymark Cooperative Holding Corporation
255 S. East Street, Suite 605
Indianapolis, IN 46202
an Ohio Corporation

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2003, by COUNTRYMARK COOPERATIVE, LLP, a Delaware limited liability partnership ("Borrower"), COUNTRYMARK COOPERATIVE, LLC, a Delaware limited liability company ("Limited Partner") and COUNTRYMARK COOPERATIVE HOLDING CORPORATION ("Parent") (each of Borrower, Limited Partner and Parent is referred to herein as "Grantor" and collectively as "Grantors"), in favor of BANK OF AMERICA, N.A. a national banking association, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit obligations for the benefit of Borrower;

WHEREAS, CCLLC and Holdings have guaranteed payment of the Obligations pursuant to the Guaranty of even date herewith;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. The following terms shall have the following respective meanings:

"Trademark License" means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by any Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like

nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COUNTRYMARK COOPERATIVE, LLP

By: Charles E Smith
Name: CHARLES E. SMITH
Title: PRESIDENT

COUNTRYMARK COOPERATIVE, LLC

By: Charles E Smith
Name: CHARLES E. SMITH
Title: PRESIDENT

COUNTRYMARK COOPERATIVE HOLDING CORPORATION

By: Charles E Smith
Name: CHARLES E. SMITH
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By:_____
Name:_____
Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002669 FRAME: 0921

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COUNTRYMARK COOPERATIVE, LLP

By:_____
Name:_____
Title:_____

COUNTRYMARK COOPERATIVE, LLC

By:_____
Name:_____
Title:_____

COUNTRYMARK COOPERATIVE
HOLDING CORPORATION

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: [signature]
Name: DAN PETRICK
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark Name	Country/State	Status	Application No.	Registration No.
CO-OP and Design	USA	Published	75/567,557	
CO-OP and Design	USA	Published	75/566,724	
CO-OP Petroleum Products Running Strong and Design	USA	Registered	74/339,591	1,824,640
CO-OP Super Disselex-4 and Design	USA	Registered	74/678,767	2,018,811
Countrymark CO-OP Petroleum and Design	USA	Registered	74/432,477	1,883,269
Life Cycle Feeding CO-OP and Design	Ohio	Registered		SM 68491
Super Dieselex-4 and Design	Illinois	Registered		054314
Super Dieselex-4 and Design	Indiana	Registered		5009-5157
Super Dieselex-4 and Design	Kentucky	Registered		10974
Super Dieselex-4 and Design	Ohio	Registered		TM 10401

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