

11/17/03

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Tab settings

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

1. Name of conveying party(ies):

Penford Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other Trademark Collateral Agreement
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: October 7, 2003

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Adm. Ager

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

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Illinois banking corporation

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)

See Schedule A-1 attached hereto

B. Trademark Registration No.(s)

See Schedule A-1 attached hereto

Additional numbers attached?  Yes  No

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

Name: \_\_\_\_\_

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

11/18/2003 6TON11 00000021 726406

6. Total number of applications and registrations involved: \_\_\_\_\_

36

7. Total fee (37 CFR 3.41).....\$ 915<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

01 FC:8521 40.00 OP  
02 FC:8522 875.00 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.

Elizabeth Szklarz

Name of Person Signing

*Elizabeth A Szklarz*  
Signature

November 13, 2003

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 Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS**

CLIENT	MATTER	COUNTRY	MARK	CLASS	REG NO	REG DATE	STATUS
27295	20000	United States	Penford	5	726406	16-Jan-62	
27295	20004	United States	Douglas	1	689681	15-Dec-59	
27295	20005	United States	Douglas	1	689319	08-Dec-59	
27295	20011	United States	Penford	30	364245	24-Jan-39	
27295	20012	United States	Clearsol	1	363662	03-Jan-39	
27295	20014	United States	Pen-sprae	1	909425	09-Mar-71	
27295	20016	United States	Cantab	30	903576	01-Dec-70	
27295	20017	United States	Cantab	1	1872132	10-Jan-95	
27295	20019	United States	Pendex	30	870572	03-Jun-69	
27295	20020	United States	Pen-cote	6	687440	03-Nov-59	
27295	20025	United States	Astro	1	1280355	05-Jun-84	
27295	30483	United States	Apollo	1	1726844	27-Oct-92	
27295	30657	United States	Penflex	1	1803569	09-Nov-93	
27295	30792	United States	Pensize	1	1819601	08-Feb-94	
27295	60001	United States	More than an 800 number	35	2448054	01-May-01	
27295	60002	United States	Pencp	1	2254904	22-Jun-99	
27295	60003	United States	Liquisize	1	2368659	18-Jul-00	
27295	60004	United States	Penexcel	1	2486118	04-Sep-01	
27295	60127	United States	Pencat	1	1912896	22-Aug-95	
27295	61020	United States	Topcat	1	2462712	19-Jun-01	
27295	61023	United States	Liquistrength	1	2426642	06-Feb-01	
27295	61029	United States	Pencharge	1	2515163	04-Dec-01	
27295	61047	United States	Penstack	1	2727540	17-Jun-03	
27295	61048	United States	Penfilm	1	2586093	25-Jun-02	
27295	61049	United States	Celutab	30	876675	09-Sep-69	
27295	61050	United States	Pen-tape	1	2748561	05-Aug-03	
27295	8059	United States	Soludex	1	1477257	23-Feb-88	
28054	60075	United States	Pencling	30	1962396	12-Mar-96	
28054	60969	United States	Ecoatings	30	2408571	28-Nov-00	
28054	60970	United States	Penplus design	30	1670422	31-Dec-91	
28054	60971	United States	Penplus	30	1671965	14-Jan-92	
28054	60973	United States	Penbind	30	2677293	21-Jan-03	
28054	60974	United States	Pencook	30	2677294	21-Jan-03	
28054	60975	United States	Pencrisp	30	2635139	15-Oct-02	
28054	60976	United States	Pengel	30	2615374	03-Sep-02	
29688	60001	United States	P and (test tube) design	1	2587277	02-Jul-02	

## TRADEMARK COLLATERAL AGREEMENT

This 7<sup>th</sup> day of October, 2003, PENFORD CORPORATION, a Washington corporation ("*Debtor*") with its principal place of business and mailing address at 7094 South Revere Parkway, Englewood, Colorado 80112 Attn: Chief Financial Officer, 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 HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as administrative agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 Attn: Food Group, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 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

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith by and among Debtor, Secured Party and the other parties thereto (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 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 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 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.

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, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

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

PENFORD CORPORATION

By Steven O. Cordier  
Name Steven O. Cordier  
Title VP + CFO

ATTEST:

Margaret Von der Schmidt  
Name: Margaret Von der Schmidt  
Title: Corporate Controller

HARRIS TRUST AND SAVINGS BANK

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

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

PENFORD CORPORATION

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name:  
Title:

HARRIS TRUST AND SAVINGS BANK

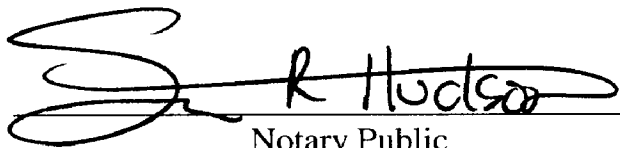
By Karen L. Knudsen  
Name KAREN L. KNUDSEN  
Title VICE PRESIDENT

STATE OF Colorado )  
 ) SS  
COUNTY OF Arapahoe )

I, Sara R Hudson a Notary Public in and for said County, in the State aforesaid, do hereby certify that Steve Cordier, VP, CFO of Penford Corporation, a Washington corporation, and Margaret Von der Schmidt Controller of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP and Controller ~~Secretary~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and ~~the said~~ ~~Secretary then and there~~ ~~acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.~~ stf

Given under my hand and notarial seal, this 07 day of October, 2003.

(NOTARIAL SEAL)

  
Notary Public

My Commission Expires:

Sara R. Hudson  
(Type or Print Name)

Sara R. Hudson, Notary Public  
State of Colorado  
My Commission Expires 2/15/2006

STATE OF ILLINOIS

)

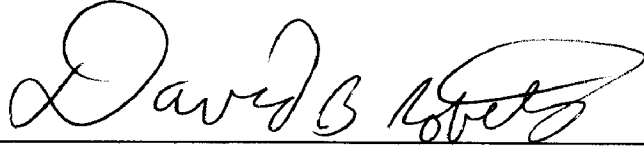
) SS

COUNTY OF COOK

)

I, David B. Roberts, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KAREN L. KNUDSEN, VICE PRESIDENT of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7<sup>th</sup> day of October, 2003.



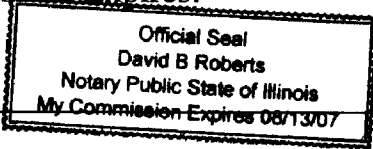
Notary Public

(NOTARIAL SEAL)

David B. Roberts

(Type or Print Name)

My Commission Expires:



**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None