

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penford Corporation		10/05/2006	CORPORATION: WASHINGTON

## RECEIVING PARTY DATA

Name:	Harris N.A., as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2839761	ASTRO
Serial Number:	78864812	PEN-BRITE
Registration Number:	2842454	GELCRISP
Serial Number:	76583634	MAZACA
Registration Number:	2937565	MAPS
Registration Number:	3018708	PENTEXTURE
Serial Number:	78583522	CREATED BY NATURE . . . ADVANCED THROUGH SCIENCE
Registration Number:	0903576	CANTAB
Registration Number:	2587277	P
Serial Number:	78638465	NATURE SCIENCE SOLUTIONS P

## CORRESPONDENCE DATA

Fax Number: (312)803-5299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (312) 845-3430

TRADEMARK

REEL: 003408 FRAME: 0348

900060100

CH \$265.00 2839761

Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1575000

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 10/13/2006

Total Attachments: 5  
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## TRADEMARK COLLATERAL AGREEMENT

This 5th day of October, 2006, PENFORD CORPORATION, a Washington corporation ("*Debtor*") with its principal place of business and mailing address at 7094 South Revere Parkway, Centennial, 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 N.A., a national banking association, 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 Second Amended and Restated Security Agreement bearing even date herewith by and among Debtor, Secured Party and the other parties thereto (the Second Amended and Restated Security Agreement, as the same may be amended, modified or restated from time to time, hereinafter referred to as 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 Secured 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 Trademark Collateral 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 SO Cordier  
Name Steven O. Cordier  
Title Chief Financial Officer

HARRIS N.A., as Administrative Agent

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

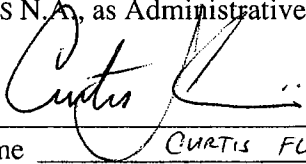
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth 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 \_\_\_\_\_

HARRIS N.A. as Administrative Agent

By  \_\_\_\_\_  
Name CURTIS FLAMMINI  
Title VICE PRESIDENT

**SCHEDULE A-1**  
**TO TRADEMARK COLLATERAL AGREEMENT**  
**PENFORD CORPORATION TRADEMARK S**

CLIENT	MATTER	COUNTRY	MARK	CLASS	REG NO	REG DATE	STATUS
27295	61051	United States	Astro	1	2839761	11-May-04	
27295	61053	United States	Pen-Brite	1	78/864,812	19-Apr-06	
28054	60977	United States	Gelcrisp	1, 30	2842454	18-May-04	
28054	60979	United States	Mazaca	1, 30	76/583634	Pub for Opp 1/11/05	
28054	60980	United States	Maps	1, 30	2937565	05-Apr-05	
28054	60981	United States	Pentexture	1, 30	3018708	11/22/05	
28054	60982	United States	Created by Nature, Advanced Through Science	1 30, 42	78/583,522	Pub for Opp 7/11/06	
29686	20016	United States	Cantab	30	0903576	01-Dec-70	
29686	60001	United States	P and (test tube) design	1	2587277	02-Jul-02	
29686	60978	United States	Nature Science Solutions P and Design	1, 30, 42	78/638,465		

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

**TRADEMARK LICENSES**

None