

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	Trademark Security Agreement
-----------------------	------------------------------

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cabot Creamery Cooperative, Inc.		05/17/2007	CORPORATION:

**RECEIVING PARTY DATA**

Name:	CoBank, ACB
Street Address:	5500 South Quebec Street
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1929369	CABOT VERMONT
Registration Number:	2077382	FARM FAMILIES OF NEW ENGLAND
Registration Number:	1941878	VERMONT STYLE
Serial Number:	78788358	VERMONT STYLE
Registration Number:	2382362	VINTAGE CHOICE
Registration Number:	1328745	CABOT
Registration Number:	2614071	PRIVATE STOCK

**CORRESPONDENCE DATA**

Fax Number: (860)251-5312  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: trademarks@goodwin.com  
 Correspondent Name: Linda P. Casillo  
 Address Line 1: One Constitution Plaza  
 Address Line 4: Hartford, CONNECTICUT 06103-1919

OP \$190.00 1929369

ATTORNEY DOCKET NUMBER:	608-50004
NAME OF SUBMITTER:	Linda P. Casillo, Paralegal
Signature:	/Linda P. Casillo/
Date:	05/30/2007
<b>Total Attachments: 6</b> source=0518 Executed Cabot Trademark Security Agreement#page1.tif source=0518 Executed Cabot Trademark Security Agreement#page2.tif source=0518 Executed Cabot Trademark Security Agreement#page3.tif source=0518 Executed Cabot Trademark Security Agreement#page4.tif source=0518 Executed Cabot Trademark Security Agreement#page5.tif source=0518 Executed Cabot Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 17, 2007, is made between Cabot Creamery Cooperative, Inc., a Michigan corporation (the "Grantor"), and CoBank, ACB, a federally chartered corporation (the "Grantee").

### WITNESSETH:

WHEREAS, Agri-Mark, Inc., a Delaware corporation ("Agri-Mark"; Agri-Mark and the Grantor are collectively the "Borrowers"), the Grantor and the Lender are parties to an Amended and Restated Credit Agreement of even date herewith (as amended, supplemented or modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Grantee a continuing security interest in all of the Trademarks (as defined below) to secure all of the Obligations of the Borrowers; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Grantee to make loans and other financial accommodations described in and pursuant to the Credit Agreement, the Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants to the Grantee a continuing security interest in all of the following property, whether now or hereafter existing, adopted or acquired by the Grantor (the "Trademarks "):

All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, and all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, those referred to in Item A of Schedule I attached hereto, and the right to obtain all reissues and renewals thereof, and all Trademark Licenses (as hereinafter defined), including, without limitation, those referred to in Item B of Schedule I attached hereto, all other general intangibles, intellectual property and other rights pertaining to any of the foregoing, together with the goodwill associated therewith, and all income, royalties and other Proceeds of any of the foregoing.

For purposes hereof, the term "Trademark License" shall mean any agreement, whether written or oral, providing for the grant by or to the Debtor of any right to use any Trademark. Notwithstanding the foregoing, "Trademarks" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademarks as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Lender, in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Grantee under an Amended and Restated Security Agreement of even date herewith between the Grantor and the Grantee (as amended, supplemented or modified from time to time, the "Security Agreement"). The Security Agreement (and all rights and remedies of the Grantee thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Termination. This Agreement shall remain in full force and effect until the date on which the Obligations have been indefeasibly paid in full and the Credit Agreement and all commitments thereunder have been terminated, at which time the Grantee shall promptly release all of the liens and security interests hereunder in the Trademarks. In the event that all or any part of the payments described in this Section 5 are rescinded or recovered directly or indirectly from the Grantee as a preference, fraudulent transfer or otherwise (whether by demand, settlement, litigation or otherwise), such rescinded or recovered payments shall constitute Obligations and the obligations of Grantor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be.

Section 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or in a PDF format by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

\*Signatures Begin on Next Page\*

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be duly executed and delivered as an instrument under seal by its officer thereunto duly authorized as of the date first above written.

Witnesses:

Grantor:

**CABOT CREAMERY COOPERATIVE, INC.**

*[Handwritten signatures of witnesses]*

By: Margaret H. Bertolino  
Name: Margaret H. Bertolino  
Title: Executive Vice Pres., Treasurer and Secretary

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this 17th day of May, 2007, before me, the undersigned Notary Public, personally appeared the above-named Margaret H. Bertolino, proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as the duly-authorized Executive Vice Pres., Treasurer and Secretary of Cabot Creamery Cooperative, Inc.

Susan M. Ferguson  
(Print Name of Notary Public) Susan M. Ferguson  
My commission expires: June 4, 2010  
Qualified in the Commonwealth of Massachusetts

[SEAL.]

\*Signatures Continued on Next Page\*

(Signature Page for Cabot Creamery Trademark Security Agreement)

Witnesses:

Grantee:

COBANK, ACB

Steven W Pognette  
Deborah Dickey

By: Kenneth D Allen  
Name: Kenneth D. Allen  
Title: Vice President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 17 day of May, 2007, by Kenneth D. Allen, the Vice President of CoBank, ACB. Witness my hand and official seal.

June C. Whitehead  
(Print Name of Notary Public): June C. Whitehead  
My commission expires: 10-15-09  
Qualified in the State of Colorado

(Signature Page for Cabot Creamery Trademark Security Agreement)

**TRADEMARK SECURITY AGREEMENT  
(Cabot Creamery Cooperative, Inc.)**

**SCHEDULE I**

**Item A. Trademarks**

<i>Trademarks Owned by Cabot Creamery Cooperative, Inc.</i>					
<i>Owner</i>	<i>Mark</i>	<i>Registration/ Serial No.</i>	<i>Jurisdiction</i>	<i>Application Date</i>	<i>Registration Date</i>
<i>Cabot Creamery Cooperative, Inc.</i>	CABOT and Design (Outline of State of VT)	820340294	Brazil	10/22/1997	8/1/2000
	CABOT VERMONT and design	1,929,369	United States	5/19/1994	10/24/1995
	FARM FAMILIES OF NEW ENGLAND	2,077,382	United States	6/20/1996	7/8/1997
	VERMONT STYLE (Supplemental Register)	1,941,878	United States	7/14/1994	12/12/1995

*Trademarks Owned by Cabot Creamery Cooperative, Inc.*

<i>Owner</i>	<i>Mark</i>	<i>Registration/ Serial No.</i>	<i>Jurisdiction</i>	<i>Application Date</i>	<i>Registration Date</i>
	VERMONT STYLE (Principal Register)	78/788,358	United States	1/10/2006	
<i>Cabot Creamery Cooperative, Inc. (cont.)</i>	VINTAGE CHOICE	2,382,362	United States	11/25/1998	9/5/2000
	CABOT and design	1,328,745	United States	11/9/1981	4/2/1985
	PRIVATE STOCK	2,614,071	United States	8/17/2000	9/3/2002

**Item B. Trademark Licenses:**

Licenses to distributors in the ordinary course of business in connection with product sales.

Mass Bay Brewing Company, Inc. – License Agreement for use of the HARPOON Trademark (5 year contract effective July 11, 2006).