

**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  |
| Unifeed Hi-Pro Inc.   |                   | 08/10/2007     | CORPORATION: |

|                      |                               |
|----------------------|-------------------------------|
| RECEIVING PARTY DATA |                               |
| Name:                | BNY Trust Company of Canada   |
| Street Address:      | 4 King Street West Suite 1101 |
| City:                | Toronto                       |
| State/Country:       | CANADA                        |
| Postal Code:         | M5H1B6                        |
| Entity Type:         | COMPANY:                      |

PROPERTY NUMBERS Total: 10

| Property Type        | Number  | Word Mark              |
|----------------------|---------|------------------------|
| Registration Number: | 1966592 | 1-800-45HI-PRO         |
| Registration Number: | 1959518 | HI-PRO                 |
| Registration Number: | 1952692 | HI-PRO PRO EDGE        |
| Registration Number: | 1950674 | HI-PRO PRODUCER'S EDGE |
| Registration Number: | 1820069 |                        |
| Registration Number: | 3039556 | NATURAL CALF           |
| Registration Number: | 3124152 | OPTIBRAN               |
| Registration Number: | 2105001 | PNEUMONIA KNOCKER      |
| Registration Number: | 3146083 | SENDERO                |
| Registration Number: | 1959519 | HI-PRO                 |

|  |                   |
|--|-------------------|
| CORRESPONDENCE DATA  |                   |
| Fax Number:  | (416)865-7380     |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                   |
| Email:   | tbaytor@torys.com |

OP \$265.00 1966592

Correspondent Name: Tanya Baytor Torys LLP  
Address Line 1: 79 Wellington Street West  
Address Line 4: Toronto, CANADA M5K1N2

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Tanya Baytor

Signature:

/Tanya Baytor/

Date:

05/13/2008

Total Attachments: 9

source=Scan002 (74)#page1.tif  
source=Scan002 (74)#page2.tif  
source=Scan002 (74)#page3.tif  
source=Scan002 (74)#page4.tif  
source=Scan002 (74)#page5.tif  
source=Scan002 (74)#page6.tif  
source=Scan002 (74)#page7.tif  
source=Scan002 (74)#page8.tif  
source=Scan002 (74)#page9.tif

**AMENDMENT NO. 1 TO THE  
TRADEMARK SECURITY AGREEMENT**

**THIS AMENDMENT NO. 1 TO THE TRADEMARK SECURITY AGREEMENT** is dated as of May 12, 2008 (the "**Amendment**") and is entered into between **UNIFEED HI-PRO INC.** ("**Grantor**"), and **BNY TRUST COMPANY OF CANADA**, individually as trustee (together with its successors and assigns, "**Security Trustee**");

**RECITALS:**

**WHEREAS** Grantor and Security Trustee are parties to a trademark security agreement dated August 10, 2007 (the "**Agreement**");

**WHEREAS** Grantor and Security Trustee desire to amend Schedule 1 to the Agreement;


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

1. Interpretation. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. Amendment to Schedule I. Schedule I to the Agreement is deleted in its entirety and is replaced by Schedule A attached to this Amendment.
3. Benefits. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
4. Effect. Except as expressly herein amended, the terms and conditions of the Agreement shall remain in full force and effect.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

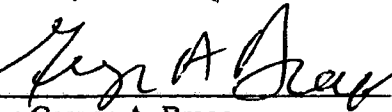
[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the day and year first above written.

**UNIFEED HI-PRO INC.**

By:   
Name: Ray Deacon  
Title: President

**By: BNY TRUST COMPANY OF  
CANADA, as Security Trustee**

By:   
Name: George A. Bragg  
Title: Vice-President

## SCHEDULE A

### I. TRADEMARK REGISTRATIONS

| <i>Jurisdiction</i> | <i>Mark</i>                         | <i>Reg. Date</i>   | <i>Reg. No.</i> |
|---------------------|-------------------------------------|--------------------|-----------------|
| United States       | 1-800-45HI-PRO                      | April 9, 1996      | 1,966,592       |
| United States       | HI-PRO & Design                     | March 5, 1996      | 1,959,518       |
| United States       | HI-PRO EDGE & Design                | January 30, 1996   | 1,952,692       |
| United States       | HI-PRO PRODUCER'S EDGE & Design     | January 23, 1996   | 1,950,674       |
| United States       | MISCELLANEOUS (TWO TRIANGLE) DESIGN | February 8, 1994   | 1,820,069       |
| United States       | NATURAL CALF                        | January 10, 2006   | 3,039,556       |
| United States       | OPTIBRAN                            | August 1, 2006     | 3,124,152       |
| United States       | PNEUMONIA KNOCKER                   | October 14, 1997   | 2,105,001       |
| United States       | SENDERO                             | September 19, 2006 | 3,146,083       |
| United States       | HI-PRO                              | March 5, 1996      | 1,959,519       |

### II. TRADEMARK APPLICATIONS

None

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT dated as of August 10, 2007, by **UNIFEED HI-PRO INC.**, a corporation incorporated under the laws of State of Texas, ("**Grantor**") in favour of **BNY TRUST COMPANY OF CANADA**, individually and as trustee (together with its successors and assigns, "**Security Trustee**") for itself and the financial institutions and other entities that are from time to time bondholders under the Indenture (as hereinafter defined) (the "**Bondholders**").

**RECITALS:**

- A. Saskatchewan Wheat Pool Inc. ("**SWP**") entered into a master trust indenture dated as of May 28, 2007 between SWP and the Security Trustee (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Indenture**"), pursuant to which SWP may issue from time to time Bonds (as defined in the Indenture).
- B. From time to time certain subsidiaries of SWP may provide the Security Trustee with guarantees of the obligations of SWP under the Indenture and in respect of the Bonds and may grant to the Security Trustee security for their obligations under such guarantees.
- C. Grantor has executed and delivered a Security Agreement to the Security Trustee, for itself and the rateable benefit of the Bondholders, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**").
- D. Pursuant to the terms of the Credit Agreement (as such term is defined in the Indenture), Grantor is required to execute and deliver to Security Trustee, for itself and the benefit of each Bondholder, 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, Grantor hereby agrees as follows:

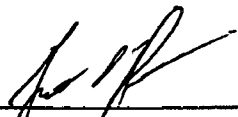
- 1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
- 2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As continuing collateral security for the due payment and performance by Grantor of all of the Secured Obligations, Grantor hereby grants to Security Trustee, on behalf of itself and each Bondholder, a continuing first priority security interest in all of 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 the Trademarks 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 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. **INTERCREDITOR AGREEMENT.** The rights and remedies arising under this Agreement may be subject to the terms of the Intercreditor Agreement (as defined in the Indenture). In the event inconsistency between the terms of this Agreement and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall govern.
4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Trustee, on behalf of itself and each Bondholder, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Security Trustee 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. This Trademark Security Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

**[Signature Page Follows]**

IN WITNESS WHEREOF, 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.

**UNIFEED HI-PRO INC.**

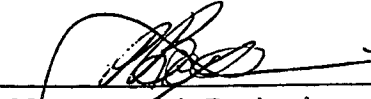
By:   
Name: Grant Theaker  
Title: Vice President  
and Treasurer



ACCEPTED AND ACKNOWLEDGED BY:

**BNY TRUST COMPANY OF CANADA,**  
as Security Trustee

By: \_\_\_\_\_




Name: Patricia Benjamin

Title: Authorized Signatory

**SCHEDULE I**

**to**

**TRADEMARK SECURITY AGREEMENT**

| <b>TRADE-MARK</b>  | <b>TAB</b> | <b>REG/APP<br/>NO</b> | <b>STATUS</b>   |
|--|------------|-----------------------|---|
| 1-800-45HI-PRO - U.S.  | 224        | 1,966,592             | Renewal Date - April 9, 2016  |
| FORAGE-LYX - MEXICO  | 226        | 683,500               | Renewal Date -  |
| HI-PRO & Design<br> | 223        | 499,868               | Renewal Date - August 31, 2013  |
| HI-PRO & Design - MEXICO   | 229        | 458,982               | Renewal Date -  |
| HI-PRO & Design - MEXICO   | 230        | 460,298               | Renewal Date -  |
| HI-PRO & Design - MEXICO   | 231        | 177,202               | Renewal Date -  |
| HI-PRO & Design - U.S.   | 232        | 1,959,518             | Renewal Date - March 5, 2016  |
| HI-PRO EDGE & Design - U.S.  | 233        | 1,952,692             | Renewal Date - January 30, 2016                                       |
| HI-PRO PRODUCER'S EDGE & Design<br>- U.S.  | 234        | 1,950,674             | Renewal Date - January 23, 2016                                       |
| MISCELLANEOUS(TWO TRIANGLE)<br>DESIGN -U.S.  | 236        | 1,820,069             | Renewal Date - February 8, 2014                                       |
| NATURAL CALF - U.S.  | 237        | 3,039,556             | Renewal Date - January 10, 2016<br>Declaration Due - January 10, 2012 |

| <b>TRADE-MARK</b>        | <b>TAB</b> | <b>REG/APP<br/>NO</b> | <b>STATUS</b>   |
|--------------------------|------------|-----------------------|---|
| OPTIBRAN - U.S.          | 238        | 3,124,152             | Renewal Date - August 1, 2016<br>Declaration Due - August 1, 2012         |
| PNEUMONIA KNOCKER - U.S. | 239        | 2,105,001             | Renewal Date - October 14, 2007   |
| SENDERO - U.S.           | 240        | 3,146,083             | Renewal Date - September 19, 2016<br>Declaration Due - September 19, 2012 |

Acknowledgement for Trademark Security Agreement

025417.0100\434663