

5-20-08

05-23-2008

Form **PTO-1594**  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)



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

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):  
LAND O' LAKES, INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: 5-12-08

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, N.A.

Internal

Address:

Street Address: P.O. BOX 2558

City: HOUSTON State: TX Zip: 77252

☐ Individual(s) citizenship

☒ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☐ Other

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 registration number(s):

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

PRONURSE - 2,714,389

Additional number(s) attached ☐ Yes ☒ No

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

Name: Penelope J.A. Agodaa

Internal Address: IP Research Plus, Inc.

Street Address: 21 Tadcaster Circle

City: Waldorf State: MD Zip: 20602

6. Total number of applications and registrations involved:

1

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

☐ Enclosed

**FEE PAID**

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

**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.

Ashley Dixon

Name of Person Signing

Signature

5-20-08

Date

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

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

**TRADEMARK**  
**REEL: 003783 FRAME: 0345**

TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2008, among LAND O'LAKES, INC. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (each, a "Subsidiary Party"), and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the Amended and Restated Guarantee and Collateral Agreement dated as of October 11, 2001, as amended and restated as of August 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiary Parties and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Five-Year Revolving Credit Agreement, dated as of October 11, 2001, as amended and restated as of August 29, 2006 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

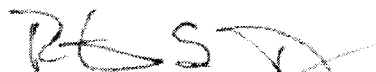
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

*[remainder of page intentionally blank; signature page is next page]*

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

LAND O'LAKES, INC., as the Borrower,

by



Name: **Peter Janzen**

Title: **Senior Vice President and  
General Counsel**

JPMORGAN CHASE BANK, N.A., as Collateral  
Agent,

by

Name:

Title:

[SIGNATURE PAGE TO LAND O'LAKES, INC. TRADEMARK SECURITY AGREEMENT]

[[NYCORP:2634281v1:4464W:08/22/06--12:53 p]]

TRADEMARK  
REEL: 003783 FRAME: 0348

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

LAND O'LAKES, INC., as the Borrower,

by

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

JPMORGAN CHASE BANK, N.A., as Collateral  
Agent,

by



\_\_\_\_\_  
Name: **BARBARA R. MARKS**  
Title: **EXECUTIVE DIRECTOR**

[SIGNATURE PAGE TO LAND O'LAKES, INC. TRADEMARK SECURITY AGREEMENT]

Schedule I to the  
Trademark Security Agreement

**Schedule I**  
**Subsidiary Parties**

None

Trademarks/Trademark Applications

<u>Mark</u>	<u>Registration Number</u>
PRONURSE	2,714,389