

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris N.A.		01/07/2010	INC. ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	Penford Corporation		
Street Address:	7094 S. Revere Parkway		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2842454	GELCRISP	
Registration Number:	2937565	MAPS	
Serial Number:	76583634	MAZACA	
CORRESPONDENCE DATA			
Fax Number:	(303)649-1700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-588-9656		
Email:	clawlor@penx.com		
Correspondent Name:	Christopher L. Lawlor		
Address Line 1:	7094 S. Revere Parkway		
Address Line 4:	Centennial, COLORADO 80112		
NAME OF SUBMITTER:	Christopher L. Lawlor		
Signature:	/Christopher L. Lawlor/		

OP \$90.00 2842454

Date:

01/14/2010

Total Attachments: 4

source=2746418#page1.tif

source=2746418#page2.tif

source=2746418#page3.tif

source=2746418#page4.tif

PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS dated January 7, 2010, with an effective date of November 26, 2009 by Bank of Montreal, a Canadian chartered bank, as administrative agent as hereinafter described (in such capacity, the "Secured Party");

WITNESSETH:

WHEREAS, Bank of Montreal with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, individually and as administrative agent for itself and certain other secured creditors, and Penford Corporation, a Washington corporation, with its mailing address at 7094 South Revere Parkway, Centennial, Colorado 80112 (the "Debtor") are parties to a certain Trademark Collateral Agreement dated June 30, 2009 which was recorded in the United States Patent and Trademark Office on July 22, 2009 at Reel 004028, Frame 0988 (the "Trademark Agreement"), pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks, trademark registrations, and trademark applications listed on Schedule A-1 attached thereto and the trademark licenses listed on Schedule A-2 attached thereto and certain other property (collectively, the "Trademarks"), among other things, as security for the Debtor's Secured Obligations (as defined in the Trademark Agreement); and

WHEREAS, the Debtor intends to sell three (3) trademarks and has requested that the Secured Party release its security interest in the trademark named (i) "GELCRISP" under registration number 2842454 registered on May 18, 2004 (the "GELCRISP Trademark"), (ii) "MAPS" under registration number 2937565 registered on April 5, 2005 (the "MAPS Trademark"), and (iii) "MAZACA" under serial number 76583634, subsequently abandoned on May 29, 2007, which may or may not have been used as a common law trademark (the "MAZACA Trademark"), and reassign each of the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to the GELCRISP Trademark and the MAPS Trademark and the MAZACA Trademark, the right to sue for past, present or future infringement thereof, and the goodwill of the business associated with such trademarks.

It is expressly understood and agreed that this Partial Release and Reassignment of Trademarks is in no way to operate to discharge the lien of any other trademark, trademark registration, trademark application, or trademark license set forth in the Trademark Agreement, or any supplements or amendments thereto, but it is only to release the trademark particularly described herein and none other; and that the remaining or unreleased trademarks, trademark registrations, trademark applications, and trademark licenses described in the Trademark Agreement, or in any supplements or amendments thereto, shall remain as security for the payment and performance of the Secured Obligations.

IN WITNESS WHEREOF, the Secured Party has caused this Partial Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Administrative Agent

By Betzaida Erdelji
Name Betzaida Erdelji
Title Managing Director

PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS dated January 7, 2010, with an effective date of November 26, 2009 by Harris N.A., a national banking association, as administrative agent as hereinafter described (in such capacity, the "Secured Party");

WITNESSETH:

WHEREAS, Harris N.A. with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, individually and as administrative agent for itself and certain other secured creditors, and Penford Corporation, a Washington corporation, with its mailing address at 7094 South Revere Parkway, Centennial, Colorado 80112 (the "Debtor") are parties to a certain Trademark Collateral Agreement dated October 5, 2006 which was recorded in the United States Patent and Trademark Office on October 13, 2006 at Reel 003408, Frame 0348 (the "Trademark Agreement"), pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks, trademark registrations, and trademark applications listed on Schedule A-1 attached thereto and the trademark licenses listed on Schedule A-2 attached thereto and certain other property (collectively, the "Trademarks"), among other things, as security for the Debtor's Secured Obligations (as defined in the Trademark Agreement); and

WHEREAS, the Debtor intends to sell three (3) trademarks and has requested that the Secured Party release its security interest in the trademark named (i) "GELCRISP" under registration number 2842454 registered on May 18, 2004 (the "GELCRISP Trademark"), (ii) "MAPS" under registration number 2937565 registered on April 5, 2005 (the "MAPS Trademark"), and (iii) "MAZACA" under serial number 76583634, subsequently abandoned on May 29, 2007, which may or may not have been used as a common law trademark (the "MAZACA Trademark"), and reassign each of the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to the GELCRISP Trademark and the MAPS Trademark and the MAZACA Trademark, the right to sue for past, present or future infringement thereof, and the goodwill of the business associated with such trademarks.

It is expressly understood and agreed that this Partial Release and Reassignment of Trademarks is in no way to operate to discharge the lien of any other trademark, trademark registration, trademark application, or trademark license set forth in the Trademark Agreement, or any supplements or amendments thereto, but it is only to release the trademark particularly described herein and none other; and that the remaining or unreleased trademarks, trademark registrations, trademark applications, and trademark licenses described in the Trademark Agreement, or in any supplements or amendments thereto, shall remain as security for the payment and performance of the Secured Obligations.

IN WITNESS WHEREOF, the Secured Party has caused this Partial Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS N.A., as Administrative Agent

By Putzaida Erdelyi
Name Putzaida Erdelyi
Title Managing Director