

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|---------------------------------------|
| Foremost Farms USA, Cooperative | | 05/21/2010 | cooperative association: WISCONSIN |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | CoBank, ACB |
| Street Address: | 5500 South Quebec Street |
| City: | Greenwood Village |
| State/Country: | COLORADO |
| Postal Code: | 80111 |
| Entity Type: | federally chartered banking organization: UNITED STATES |

PROPERTY NUMBERS Total: 38

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 0301356 | FOREMOST |
| Registration Number: | 0601918 | FOREMOST |
| Registration Number: | 0679368 | REDDI-SPONGE |
| Registration Number: | 0733504 | F FOREMOST |
| Registration Number: | 0746310 | TEKLAC |
| Registration Number: | 0747696 | NUTRITEK |
| Registration Number: | 0778823 | F |
| Registration Number: | 0797554 | F FOREMOST |
| Registration Number: | 0822492 | DIALAC |
| Registration Number: | 1032454 | PZ-44 |
| Registration Number: | 1032455 | FORETEIN |
| Registration Number: | 1036344 | LACTO-G |
| Registration Number: | 1113724 | DARITEK |
| Registration Number: | 1277222 | FOREMOST |

OP \$965.00 0301356

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|----------------------|---------|--------------------------------------|
| Registration Number: | 1425851 | LO-LAC |
| Registration Number: | 1657537 | ECONO BAKE |
| Registration Number: | 1659037 | DAIRY BAKE |
| Registration Number: | 1685880 | FAST FLO |
| Registration Number: | 1745931 | FOREMOST F |
| Registration Number: | 1982597 | F FOREMOST FARMS USA |
| Registration Number: | 1982598 | FOREMOST FARMS USA |
| Registration Number: | 1984139 | F FOREMOST FARMS USA |
| Registration Number: | 2007937 | F |
| Registration Number: | 2063706 | FOREMOST FARMS USA |
| Registration Number: | 2327354 | IT'S BETTER THAN GOOD, IT'S FOREMOST |
| Registration Number: | 2539644 | AERO FLO |
| Registration Number: | 3053174 | FOREMOST F |
| Registration Number: | 3053175 | FOREMOST F |
| Registration Number: | 3064505 | IT'S BETTER THAN GOOD, IT'S FOREMOST |
| Registration Number: | 3066759 | FOREMOST |
| Registration Number: | 3066760 | FOREMOST |
| Registration Number: | 3112095 | |
| Registration Number: | 3120112 | DISCOVER WHY WE'RE FOREMOST. |
| Registration Number: | 3123316 | COW-LEGE CASH |
| Registration Number: | 3150450 | F |
| Registration Number: | 3308796 | PEPPERELLA |
| Registration Number: | 3547748 | SPUNTINI PICCOLI |
| Registration Number: | 3657748 | NUTRIMIX |

CORRESPONDENCE DATA

Fax Number: (612)766-1600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-766-6911
Email: scarlson@faegre.com
Correspondent Name: Susan Carlson
Address Line 1: 90 South 7th St Ste 2200
Address Line 4: Minneapolis, MINNESOTA 55402

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|--------------------|-------------------|
| NAME OF SUBMITTER: | Susan Carlson |
| Signature: | /e/ Susan Carlson |
| Date: | 05/21/2010 |

TRADEMARK

REEL: 004211 FRAME: 0027

Total Attachments: 9

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, FOREMOST FARMS USA, COOPERATIVE, a cooperative association formed under the laws of the State of Wisconsin (the “**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has entered into a Credit Agreement of even date herewith among the Grantor, as borrower, the financial institutions named therein as lenders (in such capacity, the “**Lenders**”), and CoBank, ACB, a federally chartered banking organization, as administrative agent for such Lenders (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor; and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Grantor, the other grantors named therein, and CoBank, ACB, as administrative agent for the Lender Parties as defined in the Credit Agreement (in such capacity, the “**Secured Party**”), the Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Secured Party pursuant to the Security Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule 1 annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule 1 annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all

payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when the Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

This agreement, and the rights and obligations of the parties hereunder, shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of Colorado, without regard to conflicts of laws principles that would require application of another law.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ___ day of May, 2010.

FOREMOST FARMS USA, COOPERATIVE

By: David E. Fuhrmann



Name: David E. Fuhrmann


Title: President and Chief Executive Officer

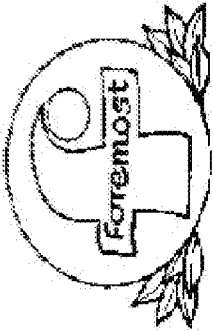



[Signature Page to Grant of Trademark Security Interest]

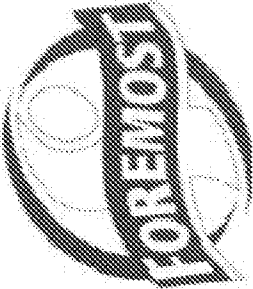
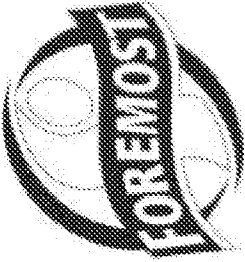
**SCHEDULE 1
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Trademarks:

| <u>Registered Owner</u> | <u>Description</u> | <u>Registration</u> | <u>Filing Date</u> | <u>Issue Date</u> |
|---------------------------------|---|---------------------|--------------------|-------------------|
| Foremost Farms USA, Cooperative | FOREMOST | 301356 | 5/17/1930 | 2/28/1933 |
| Foremost Farms USA, Cooperative | FOREMOST | 601918 | 6/30/1952 | 2/8/1955 |
| Foremost Farms USA, Cooperative | REDDI-SPONGE | 679368 | 7/14/1958 | 5/26/1959 |
| Foremost Farms USA, Cooperative |  | 733504 | 5/15/1961 | 6/26/1962 |
| Foremost Farms USA, Cooperative | TEKLAC | 746310 | 4/26/1962 | 3/5/1963 |
| Foremost Farms USA, Cooperative | NUTRITEK | 747696 | 4/26/1962 | 4/2/1963 |
| Foremost Farms USA, Cooperative |  | 778823 | 5/8/1961 | 10/20/1964 |

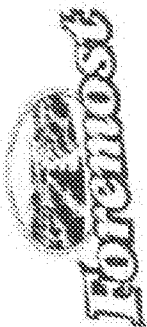

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|------------------------------------|---|---------|-----------|------------|
| Foremost Farms USA, Cooperative |  | 797554 | 6/8/1964 | 10/12/1965 |
| Foremost Farms USA, Cooperative | DIALAC | 822492 | 1/13/1966 | 1/17/1967 |
| Foremost Farms USA, Cooperative | PZ-44 | 1032454 | 6/11/1975 | 2/3/1976 |
| Foremost Farms USA, Cooperative | FORETEIN | 1032455 | 6/11/1975 | 2/3/1976 |
| Foremost Farms USA, Cooperative | LACTO-G | 1036344 | 6/11/1975 | 3/23/1976 |
| Foremost Farms USA, Cooperative | DARITEK | 1113724 | 2/2/1978 | 2/20/1979 |
| Foremost Farms USA, Cooperative | Foremost | 1277222 | 9/30/1982 | 5/8/1984 |
| Foremost Farms USA, Cooperative | LO-LAC | 1425851 | 7/24/1985 | 1/20/1987 |
| Foremost Farms USA, Cooperative | ECONO BAKE | 1657537 | 8/31/1990 | 9/17/1991 |
| Foremost Farms USA, Cooperative | DAIRY BAKE | 1659037 | 8/31/1990 | 10/1/1991 |
| Foremost Farms USA, Cooperative | FAST FLO | 1685880 | 8/31/1990 | 5/12/1992 |

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|------------------------------------|--|---------|-----------|------------|
| Foremost Farms USA, Cooperative |  | 1745931 | 10/4/1991 | 1/12/1993 |
| Foremost Farms USA, Cooperative |  Foremost F A R M S · U S A | 1982597 | 7/21/1995 | 6/25/1996 |
| Foremost Farms USA, Cooperative | Foremost F A R M S · U S A | 1982598 | 7/21/1995 | 6/25/1996 |
| Foremost Farms USA, Cooperative |  Foremost F A R M S · U S A | 1984139 | 7/21/1995 | 7/2/1996 |
| Foremost Farms USA, Cooperative |  | 2007937 | 7/21/1995 | 10/15/1996 |

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|---------------------------------|--|----------------------|------------|-----------|
| Foremost Farms USA, Cooperative | FOREMOST FARMS USA | 2063706 | 10/25/1994 | 5/20/1997 |
| Foremost Farms USA, Cooperative | IT'S BETTER THAN GOOD, IT'S FOREMOST | 2327354 ¹ | 6/27/1995 | 5/20/1997 |
| Foremost Farms USA, Cooperative | AERO FLO | 2539644 | 7/12/2000 | 2/19/2002 |
| Foremost Farms USA, Cooperative |  | 3053174 | 2/24/2004 | 1/31/2006 |
| Foremost Farms USA, Cooperative |  | 3053175 | 2/24/2004 | 1/31/2006 |
| Foremost Farms USA, Cooperative | IT'S BETTER THAN GOOD, IT'S FOREMOST | 3064505 ² | 8/5/2004 | 2/28/2006 |

¹ This mark is not in use, and is set to expire in 2016.

² This mark is not in use, and is set to expire in 2016.

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|------------------------------------|---|---------|-----------|-----------|
| Foremost Farms USA, Cooperative |  | 3066759 | 5/17/2004 | 3/7/2006 |
| Foremost Farms USA, Cooperative | FOREMOST | 3066760 | 5/17/2004 | 3/7/2006 |
| Foremost Farms USA, Cooperative | | 3112095 | 7/27/2005 | 7/4/2006 |
| Foremost Farms USA, Cooperative | DISCOVER WHY WE'RE FOREMOST | 3120112 | 7/22/2005 | 7/25/2006 |
| Foremost Farms USA, Cooperative | COW-LEGE CASH | 3123316 | 7/22/2005 | 8/1/2006 |
| Foremost Farms USA, Cooperative |  | 3150450 | 2/11/2004 | 10/3/2006 |
| Foremost Farms USA, Cooperative | PEPPERELLA | 3308796 | 8/10/2005 | 10/9/2007 |
| Foremost Farms USA, Cooperative | NUTRIMIX | 3547748 | 5/5/2009 | 7/21/2009 |

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|---------------------------------|-------------------------------|-----------------------|-----------|-----------|
| Foremost Farms USA, Cooperative | NUTRIMIX | 3657748 | 1/16/2009 | 7/21/2009 |
| Foremost Farms USA, Cooperative | WISCONSIN DAIRIES | WISCONSIN 20025300380 | 8/21/2002 | N/A |
| Foremost Farms USA, Cooperative | WISCONSIN DAIRIES COOPERATIVE | Wisconsin | 8/18/1982 | N/A |

Foreign Trademarks:

| <u>Registered Owner</u> | <u>Description</u> | <u>Registration Number</u> | <u>Filing Date</u> | <u>Issue Date</u> |
|---------------------------------|-----------------------|----------------------------|--------------------|-------------------|
| Foremost Farms USA, Cooperative | FOREMOST | MEXICO 436891 | 2/15/1993 | 7/6/1993 |
| Foremost Farms USA, Cooperative | "FOREMOST F & Design" | MEXICO 442008 | 2/15/1993 | 11/14/1993 |
| Foremost Farms USA, Cooperative | "FOREMOST F & Design" | MEXICO 1097524 | 8/19/2008 | 4/24/2009 |
| Foremost Farms USA, Cooperative | "FOREMOST F & Design" | MEXICO 1099329 | 8/19/2008 | 5/13/2009 |
| Foremost Farms USA, Cooperative | "FOREMOST F & Design" | MEXICO 1099330 | 8/19/2008 | 5/13/2009 |
| Foremost Farms USA, Cooperative | REDDI-SPONGE | CANADA 129175 | 5/14/1962 | 12/21/1962 |
| Foremost Farms USA, Cooperative | TEKLAC | CANADA 204974 | 4/22/1974 | 1/31/1975 |