

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Agri-Mark, Inc.		07/30/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CoBank, ACB		
<b>Street Address:</b>	5500 South Quebec Street		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Federally Chartered Corporation:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3628153	AGRI-MARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(877)886-0466		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	585-263-1000		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Daniel F. Dovi		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	054348/000008		
<b>NAME OF SUBMITTER:</b>	Daniel F. Dovi		
<b>Signature:</b>	/Daniel F. Dovi/		
<b>Date:</b>	08/05/2010		

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**Total Attachments: 9**

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## REAFFIRMATION AND AMENDMENT AGREEMENT

This Reaffirmation and Amendment Agreement (this "Agreement") is made as of the 30th day of July, 2010, by and between Agri-Mark, Inc., a Delaware corporation ("Borrower"), and CoBank, ACB, a federally chartered corporation ("Lender").

### WITNESSETH:

**WHEREAS**, Borrower and Lender have entered into that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined having the meanings assigned in the Credit Agreement);

**WHEREAS**, Borrower has previously entered into (a) an Amended and Restated Security Agreement, dated as of May 17, 2007 (the "Security Agreement"), in favor of Lender; (b) a Hazardous Materials Indemnity Agreement, dated as of May 17, 2007 (the "Indemnity Agreement"), in favor of Lender; (c) that certain Equipment L/C Reimbursement Agreement; (d) that certain Insurance L/C Reimbursement Agreement; and (e) that certain IRB Reimbursement Agreement;

**WHEREAS**, Cabot Creamery Cooperative, Inc. ("Cabot Creamery") entered into that certain Trademark Security Agreement, dated as of May 17, 2007 (the "Trademark Security Agreement"), in favor of Lender;

**WHEREAS**, Cabot Creamery has been merged with and into Borrower, with Borrower as the surviving party, and, as a result of the merger, Borrower is now the owner of the trademarks referenced in the Trademark Security Agreement;

**WHEREAS**, one of the conditions precedent to the effectiveness of the Credit Agreement is the execution and delivery of this Agreement to the Lender; and

**WHEREAS**, Borrower and Lender desire that the Security Agreement be amended as provided in this Agreement and to reaffirm the Security Agreement, as amended herein, together with the Trademark Security Agreement, the Indemnity Agreement, the Equipment L/C Reimbursement Agreement, the Insurance L/C Reimbursement Agreement and the IRB Reimbursement Agreement, all upon the terms set forth herein.

**NOW, THEREFORE**, for due and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Amendment of Security Agreement. The Security Agreement is hereby amended as follows:

(a) The third and fourth paragraphs of the Recitals are hereby amended and restated in their entirety to read as follows:

The Debtor and the Lender have entered into a Second Amended and Restated Credit Agreement, dated as of July 30, 2010 (as it may be amended, restated, modified or

replaced from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement, and terms used but not otherwise defined in this Security Agreement or the Credit Agreement shall have the meanings set forth in the Uniform Commercial Code.

As a condition precedent to the Lender entering into the Credit Agreement and making the Loans and other financial accommodations to the Debtor described in the Credit Agreement, the Lender has required that the Debtor enter into this Security Agreement to amend and restate the Existing Security Agreement in its entirety. This Security Agreement secures the Indebtedness (as defined in Section 2 below), which Indebtedness includes, without limitation, the Letter of Credit Obligations.

(b) All references to the term "Borrowers" shall mean Debtor, in its individual corporate capacity and as successor-in-interest to Cabot Creamery, by way of merger.

(c) Sections 1(f) and 3(r)(i) of the Security Agreement are each hereby amended by deleting the following proviso: ", but excluding equities and patronage rights in Cabot Creamery".

(d) Exhibits A through E of the Security Agreement are amended and restated to read as Exhibits A through E attached hereto.

2. Amendment of Trademark Security Agreement. The Trademark Security Agreement is hereby amended as follows:

(a) The first and second paragraphs of the recitals are amended and restated in their entirety to read as follows:

WHEREAS, Agri-Mark, Inc., a Delaware corporation ("Borrower"), and the Grantee are parties to a Second Amended and Restated Credit Agreement, dated as of July 30, 2010 (as amended, supplemented or modified from time to time, the "Credit Agreement"), which amends and restates the Amended and Restated Credit Agreement entered into by Borrower, Grantor and Grantee as of May 17, 2007 (the "Prior Credit Agreement"); and

WHEREAS, pursuant to the Prior Credit Agreement, the Grantor was 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 Borrower and Grantor; and

WHEREAS, Borrower is successor by merger to Grantor and all references to Grantor below are therefore references to Borrower; and

(b) All references to the term "Debtor" in the Trademark Security Agreement shall be replaced with the word "Grantor".

(c) Schedule I of the Trademark Security Agreement is amended and restated in its entirety to read as Schedule I attached hereto.

3. Reaffirmation. In order to induce Lender to enter into the Credit Agreement and the transactions contemplated thereby, Borrower, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby

(a) reaffirms and acknowledges the Security Agreement, as amended above, and the terms and conditions thereof and confirms that the same remains in full force and effect. Borrower hereby agrees and confirms, for the benefit of Lender, that the security interest granted under the Security Agreement continues in effect as security for all indebtedness, obligations and liabilities referenced in Section 2 thereof, as amended above. Borrower hereby remakes the representations and warranties set forth in the Security Agreement as of the date hereof and confirms that the information in such Security Agreement remains true and correct as of the date hereof.

(b) acknowledges that it is a party to the Trademark Security Agreement as successor in interest to Cabot Creamery by way of merger and reaffirms and acknowledges the Trademark Security Agreement, as amended above, and the terms and conditions thereof and confirms that the same remains in full force and effect. Borrower hereby agrees and confirms, for the benefit of Lender, that the security interest granted under the Trademark Security Agreement continues in effect as security for all Obligations of the Borrower.

(c) reaffirms and acknowledges the Indemnity Agreement executed by it and the terms and conditions thereof and confirms that the same remains in full force and effect.

(d) reaffirms and acknowledges the IRB Reimbursement Agreement executed by it and Lender and the terms and conditions thereof and confirms that the same remains in full force and effect.

(e) reaffirms and acknowledges the Equipment L/C Reimbursement Agreement executed by it and Lender and the terms and conditions thereof and confirms that the same remains in full force and effect.

(f) reaffirms and acknowledges that the Insurance L/C Reimbursement Agreement executed by it and Lender and the terms and conditions thereof and confirms that the same remains in full force and effect.

(g) represents and warrants that it has no defense, offset or counterclaim against Lender with respect to the Security Agreement, Trademark Security Agreement, Indemnity Agreement, Equipment L/C Reimbursement Agreement, Insurance L/C Reimbursement Agreement, IRB Reimbursement Agreement or otherwise.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado without regard to the conflicts or choice of law principles thereof.

Delivery of an executed signature page of this Agreement by facsimile or in a PDF format by electronic mail shall be effective as delivery of a manually executed signature page of this Reaffirmation Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**AGRI-MARK, INC.**

By: Margaret H. Bertolino  
Name: Margaret H. Bertolino  
Title: Executive Vice President – Finance &  
Administration

**CoBANK, ACB**

By: \_\_\_\_\_  
Name: Scott Trauth  
Title: Vice President

[Reaffirmation and Amendment Agreement]

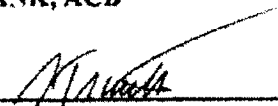
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**AGRI-MARK, INC.**

By: \_\_\_\_\_  
Name: Margaret H. Bertolino  
Title: Executive Vice President - Finance &  
Administration

**CoBANK, ACB**

By:  \_\_\_\_\_  
Name: Scott Trauth  
Title: Vice President

[Reaffirmation and Amendment Agreement]

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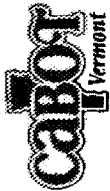


TRADEMARK SECURITY AGREEMENT  
 (Agri-Mark, Inc.)  
 (July 2010)

SCHEDULE I

Item A. Trademarks

Agri-Mark Trademark Registrations as of July 21, 2010

Country	Mark	PTO Status	Class	Goods	Serial Number	Registration Number	Registration Date	Affidavit	Renewal Date
Mexico		Filing Receipt	29	Cheese	1087328				
United Kingdom	CABOT	Registered	29	Milk and dairy products; cheese; spreads; butter; edible oils and edible fats	2134668A	2/6/1998			6/3/2017
United States	ADIRONDACK RESERVE	Registered	29	Dairy products, namely, cheese	75/384410	2,208,952	12/8/1998		12/8/2018
United States	AGRI-MARK	Registered	29	Whey	77398448	3,628,153	5/26/2009	5/26/2015	5/26/2019
United States		Registered	29	Dairy products excluding ice cream, ice milk, and frozen yogurt	73/368175	1,299,679	10/9/1984		10/9/2014
United States		Registered	29	Use on dairy products, namely, yogurt, sour cream, dips, cream cheese, cheese and butter	73/336261	1,328,745	4/2/1985		4/2/2015

Country	Mark	PTO Status	Class	Goods	Serial Number	Registration Number	Registration Date	Affidavit	Renewal Date
United States		Registered	29	Cheddar cheese; shredded cheese; sour cream; cottage cheese; dairy dips; yogurt; and butter	74/526,384	1,929,369	10/24/1995		10/24/2015
United States	FARM FAMILIES OF NEW ENGLAND	Registered	29	Dairy products, namely, butter	75/122471	2,077,382	7/8/1997		7/8/2017
United States	MC CADAM	Registered	29	Cheese and other dairy products	72/40024	953,752	2/20/1973		2/20/2013
United States		Registered	29	Cheese	78746027	3,232,662	4/24/2007	4/24/2013	4/24/2017
United States		Registered	29	Cheese	78746025	3,239,054	5/8/2007	5/8/2013	5/8/2017
United States	PRIVATE STOCK	Registered	29	Dairy products, namely cheese	76/111,594	2,614,071	9/3/2002		9/3/2012
United States		Registered	29	Cheese and other dairy products	72/397584	947,668	11/21/1972		11/21/2012
United States	VERMONT STYLE	Registered 3/6/2007	29	Cottage cheese	78788358	3,215,220	3/6/2007	3/6/2013	3/6/2017
United States	VERMONT STYLE	Registered- Supplemental	29	Cottage cheese	74/549,202	1,941,878	12/12/1995		12/12/2015

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Country	Mark	PTO Status	Class	Goods	Serial Number	Registration Number	Registration Date	Affidavit	Renewal Date
United States	VINTAGE CHOICE	Registered	29	Cheese	75/596635	2,382,362	9/5/2000		9/5/2020
United States	YANKEE BRAND	Registered	29	Cheese and other dairy products	72/397586	947,669	11/21/1972		11/21/2012

**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).

Cape Cod Potato Chip Company, Trademark License Agreement (effective November 6, 2003)

Dairy Management Inc., 3 Every Day License Agreement