

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Aurora Cooperative Elevator Company</td> <td></td> <td>06/30/2011</td> <td>Cooperative Association: NEBRASKA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Aurora Cooperative Elevator Company		06/30/2011	Cooperative Association: NEBRASKA	
Name	Formerly	Execution Date	Entity Type						
Aurora Cooperative Elevator Company		06/30/2011	Cooperative Association: NEBRASKA						
RECEIVING PARTY DATA									
Name:	Wells Fargo Bank, National Association								
Street Address:	1248 O Street, 3rd Floor North								
Internal Address:	MAC #N8032-034								
City:	Lincoln								
State/Country:	NEBRASKA								
Postal Code:	68508								
Entity Type:	National Banking Association: UNITED STATES								
PROPERTY NUMBERS Total: 2									
Property Type	Number	Word Mark							
Registration Number:	3201099	AURORA COOPERATIVE							
Registration Number:	3158207	A							
CORRESPONDENCE DATA									
Fax Number: (312)803-5299 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (312) 845-3430 Email: kalwa@chapman.com Correspondent Name: Richard Kalwa Address Line 1: 111 West Monroe Street Address Line 2: Chapman and Cutler LLP Address Line 4: Chicago, ILLINOIS 60603									
ATTORNEY DOCKET NUMBER:	1959246								
NAME OF SUBMITTER:	Richard Kalwa								

900195928

TRADEMARK
REEL: 004572 FRAME: 0894

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Signature:	/richard kalwa/
Date:	06/30/2011
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Aurora Cooperative Elevator Company, a cooperative association formed under the laws of Nebraska ("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 dated as of June 30, 2011 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the lenders who are or may become party thereto, as Lenders (collectively, the "Lenders"), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "Secured Party") pursuant to which 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, the Credit Parties may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "Secured Hedge Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Hedge Agreements are entered into (in such capacity, collectively, "Hedge Banks"); and

WHEREAS, the Credit Parties may from time to time enter, or may from time to time have entered, into one or more cash management agreements (collectively, the "Secured Cash Management Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Cash Management Agreements are entered into (in such capacity, collectively, "Cash Management Banks"); and

WHEREAS, pursuant to the terms of a Collateral Agreement dated as of June 30, 2011 (said Collateral Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Collateral Agreement"), among Grantor, Secured Party and the other grantors from time to time party thereto, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which 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 A 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 A 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 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 Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 20th day of June, 2011.

AURORA COOPERATIVE ELEVATOR COMPANY

By: George Hopewell
Name: George Hopewell
Title: President/CEO

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

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Stylized word mark (design plus words) for "Aurora Cooperative"	3201099	January 23, 2007
Stylized Word Mark (Design plus words) for "A"	3158207	October 17, 2006

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
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NONE.