

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Staple Cotton Cooperative Association		07/15/2011	Cooperative corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Co Bank, ACB		
Street Address:	5500 South Quebec Street		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Agricultural Credit Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	804904	STAPLCOTN	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127018352		
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com		
Correspondent Name:	Erick J. Palmer		
Address Line 1:	P. O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
ATTORNEY DOCKET NUMBER:	11106856 EJP		
NAME OF SUBMITTER:	Erick J. Palmer		
Signature:	/ejp/		
Date:	07/18/2011		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2011 (this "Agreement"), made by **STAPLE COTTON COOPERATIVE ASSOCIATION**, a Tennessee cooperative corporation (the "Assignor"), in favor of **COBANK, ACB** (the "Assignee"), as administrative agent for various financial institutions (collectively, the "Lenders") providing financing for the Assignor pursuant to that certain Credit Agreement dated as of the date hereof.

WITNESSETH:

WHEREAS, the Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of the date hereof (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Lenders and other secured parties (collectively, the "Secured Parties");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agrees as follows:

(a) The Assignor does hereby pledge and collateral assign over unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Secured Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement (after obtaining the Assignor's approval) by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any additional Trademarks or to delete any reference to any Trademarks in which the Assignor no longer has any right, title or interest.


(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

**STAPLE COTTON COOPERATIVE
ASSOCIATION**, as Assignee

By: 
Name: M. B. Allen
Title: President and CEO

COBANK, ACB,
as Assignor

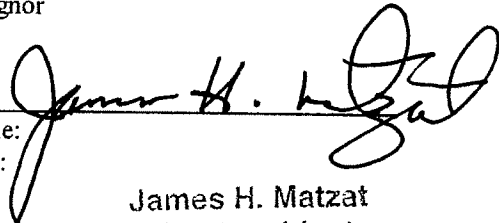
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

**STAPLE COTTON COOPERATIVE
ASSOCIATION, as Assignee**

By: _____
Name:
Title:

**COBANK, ACB,
as Assignor**

By: 
Name: _____
Title: _____
James H. Matzat
Vice President

ANNEX I
to
Trademark Security Agreement

Trademarks and Trademark Applications

Item A. **Trademarks**

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Staple Cotton Cooperative Association	United States	Staplcotn	804,904	<u>Initial Registration:</u> March 1, 1966 <u>Renewed:</u> March 1, 1986 and March 1, 2006

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
NONE.				

Trademark Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
NONE.					

Item B. **Trademark Licenses**

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NONE.					