

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
Riceland Foods, Inc.		07/27/2011	cooperative association: ARKANSAS
RECEIVING PARTY DATA			
Name:	CoBank, ACB		
Street Address:	5500 South Quebec Street		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a federally chartered banking association: UNITED STATES		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	2760375	ARAPAHO	
Registration Number:	0905933	CHEF-WAY	
Registration Number:	0963760	CHEF-WAY	
Registration Number:	1453365	CHEF-WAY	
Registration Number:	1403336	CHEF-WAY CONDITIONED RICE	
Registration Number:	3114164	CHEF-WAY NT	
Registration Number:	2695455	CHEF-WAY POURABLE CLEAR FRY	
Registration Number:	2099418	CHINA BUTTERFLY	
Registration Number:	0764040		
Registration Number:	0791117	COWBOY	
Registration Number:	0987002	DELTA QUEEN	
Registration Number:	1937730	DELTA ROSE	
Registration Number:	1876804	DELTA STAR	
Registration Number:	1400576		

TRADEMARK

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REEL: 004592 FRAME: 0289

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Registration Number:	2274615	GOLDEN BUTTERFLY
Registration Number:	2143954	GOLDEN PERFECTION
Registration Number:	1888711	JACKPOT
Registration Number:	1151160	
Registration Number:	0784122	LOTUS
Registration Number:	1864844	
Registration Number:	1858285	MISSOURI'S FINEST
Registration Number:	0924538	NO PAC
Registration Number:	1420327	ORIENTAL HARVEST
Registration Number:	3117118	ORIENTAL HARVEST
Registration Number:	1039824	ORIENTAL ROSE
Registration Number:	1878789	ORIENTAL STYLE
Registration Number:	2744148	ORYZAN
Registration Number:	0884245	PAGODA
Registration Number:	3220077	PBH GROWING MEDIUM MATERIAL
Registration Number:	3388172	PBH NATURE'S MEDIA AMENDMENT
Registration Number:	2837257	QUAPAW
Registration Number:	2552665	RICELAND
Registration Number:	0442236	RICELAND
Registration Number:	1913625	RICELAND
Registration Number:	1067790	RICELAND FOODS
Registration Number:	2025242	RICELAND PERFECTED RICE
Registration Number:	2421197	RICE 'N EASY
Registration Number:	1876045	RITO
Registration Number:	2869531	SAL-FRY
Registration Number:	2866770	SAL FRY
Registration Number:	1895220	SHOWBOAT
Registration Number:	1339370	SUREFRY
Registration Number:	3045719	TCHAKO
Registration Number:	1727946	TWO GIRLS
Registration Number:	1172475	

CORRESPONDENCE DATA

Fax Number: (612)766-1600

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-766-6911

TRADEMARK
REEL: 004592 FRAME: 0290

Email: scarlson@faegre.com
Correspondent Name: Susan Carlson
Address Line 1: 90 South Seventh Street Ste 2200
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:

Susan Carlson

Signature:

/e/ Susan Carlson

Date:

07/28/2011

Total Attachments: 7

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, RICELAND FOODS, INC., an Arkansas cooperative association (“**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, Riceland Foods, Inc., an Arkansas cooperative association (the “**Company**”), has entered into an Amended and Restated Credit Agreement dated as of July 27, 2011, with the financial institutions named therein (in such capacity, the “**Lenders**”) and CoBank, ACB, a federally chartered banking organization, as administrative agent for such Lenders (in such capacity, the “**Secured Party**”) (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 Company; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 27, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the Secured Party and the other grantors named therein, 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, trade names, 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.

provided, that, notwithstanding any other provision set forth herein, all Excluded Property shall be excluded from “Trademark Collateral” and excluded from all Liens granted or purported to be granted or otherwise incurred hereunder, under the Security Agreement and under all other Loan Documents.

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 New York, without regard to conflicts of laws principles that would require application of another law.

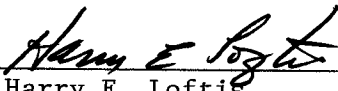
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference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

[Signature Page Follows]

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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 ^{27th} day of July, 2011.

RICELAND FOODS, INC.

By: 
Name: Harry E. Loftis
Title: Sr. V.P. & C.F.O.

[Signature Page to Grant of Trademark Security Interest]

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

Please note that the Italian trademarks listed below (and in the attachment) have new registration numbers:

TRADEMARK NAME	COUNTRY	REGISTRATION NUMBER	PRODUCT
Arapaho	Iran	107,231	Rice
Arapaho	Mexico	793,982	Rice
Arapaho	U.S.A	2,760,375	Rice
Chef-Way	Barbados	81/17284	Rice, oil & shortening
Chef-Way	Benelux	423,480	Oil & Rice
Chef-Way	Canada	218,748	Rice
Chef-Way	Cyprus	19,276	Oil & Shortening
Chef-Way	Dubai		
Chef-Way	Denmark	1993-00254	Rice
Chef-Way	France	1,385,793	Rice & Oil
Chef-Way	Grand Turks	10,063 10,064	Oil Rice
Chef-Way	Iran	49,743	Rice
Chef-Way	Italy	1274716	Oil & Rice
Chef-Way	Japan	3,024,241	Rice
Chef-Way	Lebanon	58,879	Rice & Oils
Chef-Way and Design	Malta		Rice
Chef-Way	Nicaragua	70,183	Rice
Chef-Way	Nigeria	31,208	Rice
Chef-Way	Panama	50,372	Rice
Chef-Way	Sweden	195,780	Rice & Shortening
Chef-Way	Trinidad & Tobago	B9977	Rice
Chef-Way	Turkey	117,335	Rice
Chef-Way	United Kingdom	1,290,564	Rice

Chef-Way	U.S.A	905,933	Oils
Chef-Way	U.S.A	963,760	Rice
Chef-Way & Design	Cyprus	27,907	Rice
Chef-Way & Design	Cyprus	27,906	Oils
Chef-Way & Design	France	1,385,793	Oil & Rice
Chef-Way & Design	Italy	1274709	Oil & Rice
Chef-Way & Design	U.S.A	1,453,365	Oils & Rice
Chef-Way Conditioned	U.S.A	1,403,336	Rice
Chef-Way NT	U.S.A	3,114,164	Oil
Chef-Way Pourable Clearfry	U.S.A	2,695,455	Liquid Shortening
China Butterfly	U.S.A	2,099,418	Rice
Chinese Character	U.S.A	764,040	Rice
Comanche	Iran	107,186	Rice
Cowboy	U.S.A	791,117	Rice
Delta Queen	U.S.A	987,002	Oils
Delta Rose	U.S.A	1,937,730	Rice
Delta Star	U.S.A	1,876,804	Rice
Golden Fork Design	U.S.A	1,400,576	Rice
Golden Butterfly	U.S.A	2,274,615	Rice
Golden Perfection	U.S.A	2,143,954	Rice
Jackpot	U.S.A	1,888,711	Rice
Jasmin Ris	Sweden	255,891	Rice
Lion Design	Jordan	16,826	Rice
Lion Design	U.S.A	1,151,160	Rice
Lotus	Canada	216,727	Rice
Lotus	U.S.A	784,122	Rice
Misc. Design (MO & Rice)	U.S.A	1,864,844	Rice
Missouri's Finest	U.S.A	1,858,285	Rice
No Pac	U.S.A	924,538	Rice Hulls
Oriental Harvest	U.S.A	1,420,327	Rice

Oriental Harvest	U.S.A	3,117,118	Oil
Oriental Rose	U.S.A	1,039,824	Rice
Oriental Style	U.S.A	1,878,789	Rice
Oryzan	U.S.A	2,744,148	Rice Bran Oil
Pagoda	U.S.A	884,245	Rice
PBH Growing Medium	U.S.A	3,220,077	Hulls
PBH Nature's Media Amendment		3,388,172	Rice hulls
Perfection	Grand Turks	10,062	Rice
Process for removing waxes from Rice bran oil - patent			
Quapaw	Iran	107,185	Rice
Quapaw	Mexico	793,981	Rice
Quapaw	U.S.A	2,837,257	Rice
Riceland	Barbados	81/17283	Rice
Riceland	Benelux	423,481	Rice & Oil
Riceland	Canada	257,304	Rice
Riceland	China	1,490,013	Rice
Riceland	Cuba	474 2005	Rice
Riceland	Denmark	VR 1988 00938	Rice
Riceland	France	1,443,103	Rice
Riceland	Grand Turks	10,061	Rice
Riceland	Iran	49,617	Rice
Riceland	Iraq	46,505	Rice
Riceland	Italy	1274710	Rice
Riceland	Jamaica	B18108	Rice
Riceland	Japan	3,181,983	Rice
Riceland	Jordan	76,680	Rice
Riceland	Korea	118,910	Rice & Rice Products
Riceland	Labanon	58,880	Rice
Riceland	Mexico	649,934	Rice

Riceland	Nicaragua	70,184	Rice
Riceland	Portugal	238,167	Rice
Riceland	Saudi Arabia	311/65	Rice
Riceland	Sweden	194,073	Shortening & Rice
Riceland	Taiwan	773,037	Rice
Riceland	Trinidad & Tobago	9976	Rice
Riceland	Turkey	117,336	Rice
Riceland	U.S.A	2,552,665	Rice & Oil
Riceland	U.S.A	442,236	Rice
Riceland & Design	U.S.A	1,913,625	Rice
Riceland Foods	U.S.A	1,067,790	Rice & Oils
Riceland Perfected	U.S.A	2,025,242	Rice
Rice N' Easy	U.S.A	2,421,197	Pre-Cooked Rice
RITO	U.S.A	1,876,045	Rice Bran Oil
Sal-Fry	U.S.A	2,869,531	Oil
Sal-Fry & Design	U.S.A	2,866,770	Oil
Showboat	U.S.A	1,895,220	Rice
Surefry	U.S.A	1,339,370	Oil
Tchako	U.S.A	3,045,719	Rice
Two Girls	U.S.A	1,727,946	Rice
Two Girls Design	U.S.A	1,172,475	Rice