

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
Producers Rice Mill, Inc.		12/19/2011	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:	federally chartered banking organization: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2145434	EQUI-JEWEL	
Registration Number:	1856867	LE GOURMET	
Registration Number:	0982957	MANDALAY	
Registration Number:	1167537	PAR EXCELLENCE	
Registration Number:	1566210	CLASSIC GRAINS	
Registration Number:	2181250	WHITE EMERALD	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
Phone:	612-766-6911		
Email:	scarlson@faegre.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Faegre & Benson LLP, Attn: Susan Carlson		
Address Line 1:	90 South Seventh St, Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		

OP \$165.00 2145434

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	12/19/2011
Total Attachments: 4 source=Producers Rice Trademark Security Agreement#page1.tif source=Producers Rice Trademark Security Agreement#page2.tif source=Producers Rice Trademark Security Agreement#page3.tif source=Producers Rice Trademark Security Agreement#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PRODUCERS RICE MILL, INC, an Arkansas cooperative association (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 an Amended and Restated Credit Agreement dated as of December 19, 2011, with CoBank, ACB, a federally chartered banking organization, as lender (herein, the “**Secured Party**”) (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 19, 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 the 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 the 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.

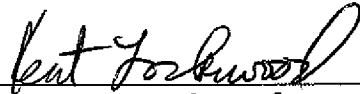
This agreement, and the rights and obligations of the parties hereunder, shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of Colorado, without regard to conflicts of laws principles that would require application of another law.

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 19 day of December, 2011.

PRODUCERS RICE MILL, INC.

By: 
Name: Kent Lockwood
Title: Vice President, Finance & Admin.

Signature Page to Grant of Trademark Security Interest

TRADEMARK
REEL: 004682 FRAME: 0604

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

<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
EQUI-JEWEL	2, 145, 434	Mar. 17, 1998
LE GOURMET	1, 856, 867	Oct. 4, 1994
MANDALAY	982, 957	Apr. 30, 1974
PAR EXCELLENCE	1, 167, 537	Sept. 1, 198
CLASSIC GRAINS	1,566,210	Nov. 14, 1989
WHITE EMERALD	2,181,250	Aug. 11, 1998