

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
Farmers Cooperative Company		12/21/2011	Cooperative Association: IOWA
RECEIVING PARTY DATA			
Name:	CoBank, ACB, as Administrative Agent		
Street Address:	5500 South Quebec Street		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Agricultural Credit Bank -CO: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85464791	FC	
Serial Number:	85464786	TOGETHER WE CAN	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
Phone:	3127018601		
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, druff@mayerbrown.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:	Deborah Schavey Ruff		
Address Line 1:	P. O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
ATTORNEY DOCKET NUMBER:	11244953 DSR		
NAME OF SUBMITTER:	Deborah Schavey Ruff		
Signature:	/dsr/		

OP \$65.00 85464791

Date:

12/23/2011

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, FARMERS COOPERATIVE COMPANY, with the identifying name Farmers Cooperative Company (Farnhamville, IA), a cooperative association formed under the laws of the State of Iowa (“**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, Grantor, has entered into a Credit Agreement dated as of December 21, 2011, with the financial institutions named therein (in such capacity, “**Lenders**”) and CoBank, ACB, a federally chartered banking organization, as administrative agent for such Lenders (in such capacity, “**Secured Party**”) (as amended to date and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), 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 Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more rate hedging arrangements (collectively, the “**Rate Hedging Arrangements**”) with one or more Persons that are Lenders at the time such Rate Hedging Arrangements are entered into (in such capacity, collectively, “**Rate Hedging Counterparties**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 21, 2011 (said Security 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 “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, 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 Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security 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 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 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.

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.

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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 21st day December, 2011.

FARMERS COOPERATIVE COMPANY

By: Mark W. Miner
Name: Mark. W. Miner
Title: Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED:

COBANK, ACB,
as Administrative Agent

By: _____
Name: Tom D. Houser
Title: Vice President

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

FARMERS COOPERATIVE COMPANY

By: _____
Name: Mark. W. Miner
Title: Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED:

COBANK, ACB,
as Administrative Agent

By: Tom D. Houser
Name: Tom D. Houser
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 004686 FRAME: 0619

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

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/Appl. Number</u>	<u>Registration Appl. Date</u>
Farmers Cooperative Company	FC	85464791	11/4/11
Farmers Cooperative Company	Together We Can	85464786	11/4/11