

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
Bushel Boy Farms, LLP		07/10/2012	LIMITED LIABILITY PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	1225 Seventeenth Street, Suite 2850		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3757073	MINNESOTA'S BUSHEL BOY	
Registration Number:	3757072	MINNESOTA'S TOMATO MINNESOTA'S BUSHEL BOY LOCALLY GROWN	
Registration Number:	2967559	BABY BOYS	
Registration Number:	2119666	BUSHEL BOY	
CORRESPONDENCE DATA			
Fax Number:	3033225800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3033947212		
Email:	bduggan@ckbrlaw.com		
Correspondent Name:	Bridget Duggan		
Address Line 1:	270 St. Paul Street, Suite 200		
Address Line 4:	Denver, COLORADO 80206		
NAME OF SUBMITTER:	Michael D Killin		

OP \$115.00 3757073

Signature:	/Michael D Killin Attorney in Fact/
Date:	07/19/2012
Total Attachments: 4 source=Trademark Sec.Agreement.Final#page1.tif source=Trademark Sec.Agreement.Final#page2.tif source=Trademark Sec.Agreement.Final#page3.tif source=Trademark Sec.Agreement.Final#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 10, 2012, by BUSHEL BOY FARMS, LLP, a Delaware limited liability partnership, (the “Grantor”), in favor of FIFTH THIRD BANK, an Ohio state-chartered banking corporation (“Bank”)

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of December 16, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Grantor and Bank, Bank has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein, and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce it to make extensions of credit to Grantor thereunder, Grantor hereby agrees with Bank as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Bank, and grants to Bank a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

a. all of its trademarks and trademark licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto (collectively and respectively “Trademarks” and “Trademark Licenses”);

b. all reissues, continuations or extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

d. all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BUSHEL BOY FARMS, LLP

By 
Its PRESIDENT

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK

By 
Its Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

- Minnesota's Bushel Boy Trademark Logo, Registration No. 3757073, registered on 03/09/10.
- Minnesota's Tomato Minnesota's Bushel Boy Locally Grown Trademark Logo, Registration No. 3757072, registered on 03/09/10.
- Baby Boys Trademark, Registration No. 2967559, registered on 07/11/05.
- Bushel Boy Trademark, Registration No. 2119666, registered on 12/09/97.

B. TRADEMARK APPLICATIONS:

None

C. TRADEMARK LICENSES:

None