

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Borrower Joinder Agreement to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CN1, LLC		07/24/2012	LIMITED LIABILITY COMPANY: IOWA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	249 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78238599	NEW COUNTRY FARMS	
Serial Number:	77380720	NEW COUNTRY FARMS	
Serial Number:	77382876	NEW COUNTRY FARMS	
Serial Number:	74616842	NFO	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0011046-301685		

CH \$1115.00 78238599

NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	08/08/2012
Total Attachments: 16 source=pnc-cn1 borrower joinder agreement#page1.tif source=pnc-cn1 borrower joinder agreement#page2.tif source=pnc-cn1 borrower joinder agreement#page3.tif source=pnc-cn1 borrower joinder agreement#page4.tif source=pnc-cn1 borrower joinder agreement#page5.tif source=pnc-cn1 borrower joinder agreement#page6.tif source=pnc-cn1 borrower joinder agreement#page7.tif source=pnc-cn1 borrower joinder agreement#page8.tif source=pnc-cn1 borrower joinder agreement#page9.tif source=pnc-cn1 borrower joinder agreement#page10.tif source=pnc-cn1 borrower joinder agreement#page11.tif source=pnc-cn1 borrower joinder agreement#page12.tif source=pnc-cn1 borrower joinder agreement#page13.tif source=pnc-cn1 borrower joinder agreement#page14.tif source=pnc-cn1 borrower joinder agreement#page15.tif source=pnc-cn1 borrower joinder agreement#page16.tif	

BORROWER JOINDER AGREEMENT

THIS BORROWER JOINDER AGREEMENT is made as of July 24, 2012, by CN1, LLC, an Iowa limited liability company (the "New Borrower").

Background

A. Reference is made to (i) the Amended and Restated Credit Agreement, dated as of June 14, 2009 by and among New Country Farms LLC, New Generation AG Marketing LLC, Heritage Acres Foods, L.L.C., NFO Members' Dairy Custodial Account, an Iowa Trust (each a "Borrower" and collectively, the "Borrowers"), NFO, INC. ("Guarantor"), the Lenders party thereto, and PNC Bank, National Association (the "Agent"), as amended by that certain First Amendment to Amended and Restated Revolving Credit and Security Agreement and Waiver Agreement dated as of January 14, 2011 but effective as of December 31, 2012 and that certain Second Amendment to Amended and Restated Revolving Credit and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or modified from time to time the "Credit Agreement"), (ii) the Revolving Credit Note made by the Borrowers and payable to the Agent (the "Note"), (iii) the Amended and Restated Patent, Trademark and Copyright Security Agreement, dated as of June 14, 2009 as amended by that certain Second Amended and Restated Patent, Trademark and Copyright Security Agreement dated as of January 10, 2010 (as may be amended, restated, supplemented or modified from time to time the "Patent, Trademark and Copyright Security Agreement") among the Borrowers and the Agent, and (vi) the Other Documents referred to in the Credit Agreement, as the same may be amended, restated, supplemented or modified from time to time (the "Loan Documents").

B. On or about December 30, 2011, Borrowers New Country Farms, LLC and New Generation AG Marketing, LLC were merged into CN1 by filing Articles of Merger with the Iowa Secretary of State.

Agreement

Capitalized terms defined in the Credit Agreement are used herein as defined therein.

New Borrower hereby becomes a Borrower under the terms of the Credit Agreement and in consideration of the value of the synergistic and other benefits received by New Borrower as a result of being or becoming affiliated with the Borrowers, New Borrower hereby agrees that effective as of the date hereof it hereby is, and shall be deemed to be, and assumes the obligations of, a "Borrower", jointly and severally under the Credit Agreement and the Note, a "Pledgor", jointly and severally with the existing Pledgors under the Patent, Trademark and Copyright Security Agreement, and a Borrower or other party, as the case may be, under each of the Other Documents to which the Borrowers are a party; and, New Borrower hereby agrees that from the date hereof and so long as any Advances or any commitment of any Lender shall remain outstanding and until the payment in full of the Obligations, the expiration of all Letters of Credit, and the performance of all other obligations of the Borrowers under the Credit Agreement and the Other Documents, New Borrower shall perform, comply with, and be subject to and bound by each of the terms and provisions of the Credit Agreement, the Note, the Patent,

Trademark and Copyright Security Agreement, and each of the Other Documents jointly and severally with the existing parties thereto. Without limiting the generality of the foregoing, New Borrower hereby represents and warrants that (i) each of the representations and warranties set forth in Section 5 of the Credit Agreement applicable to a Borrower is true and correct as to New Borrower on and as of the date hereof, except to the extent that any such representation or warranty expressly relates solely to a previous date or another Borrower, and (ii) New Borrower has heretofore received a true and correct copy of the Credit Agreement, the Note, the Patent, Trademark and Copyright Security Agreement, and each of the Other Documents (including any modifications thereof or supplements or waivers thereto) in effect on the date hereof.

New Borrower hereby makes, affirms, and ratifies in favor of the Lenders and the Agent the Credit Agreement, the Note, the Patent, Trademark and Copyright Security Agreement, and each of the Other Documents given by the Borrowers to the Agent and any of the Lenders, and to secure the prompt payment and performance to Agent and the Lenders of the Obligations, New Borrower hereby assigns, pledges, and grants to Agent, for the benefit of the Lenders, a continuing security interest in and to all of its Collateral, whether now owned or existing or hereafter acquired or arising and wheresoever located.

New Borrower is simultaneously delivering to the Agent the documents, together with this Borrower Joinder Agreement, required under Sections 8.1(c), 8.1(d), 8.1(g), 8.1(h), 8.1(i), 8.1(o), and 8.1(t) of the Credit Agreement as well as an allonge to the Note.

In furtherance of the foregoing, New Borrower shall execute and deliver or cause to be executed and delivered at any time and from time to time such further instruments and documents and do or cause to be done such further acts as may be reasonably necessary in the reasonable opinion of Agent to carry out more effectively the provisions and purposes of this Borrower Joinder Agreement and the Other Documents.

New Borrower acknowledges and agrees that a telecopy transmission to the Agent or any Lender of signature pages hereof purporting to be signed on behalf of New Borrower shall constitute effective and binding execution and delivery hereof by New Borrower.

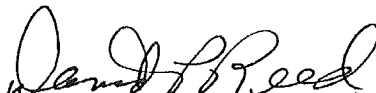
[SIGNATURE PAGE FOLLOWS]


[SIGNATURE PAGE 1 OF 1 OF BORROWER
JOINDER AGREEMENT]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the New Borrower has duly executed this Borrower Joinder Agreement and delivered the same to the Agent for the benefit of the Lenders, as of the date and year first above written with the intention that this Borrower Joinder and Assumption Agreement constitute a sealed instrument.

WITNESS/ATTEST:

CN1, LLC


Name: David P. Reed
Title: Secretary

By:  (SEAL)
Name: MICHAEL MILLER
Title: CFO

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 1 OF 1 OF BORROWER
JOINDER AGREEMENT]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the New Borrower has duly executed this Borrower Joinder Agreement and delivered the same to the Agent for the benefit of the Lenders, as of the date and year first above written with the intention that this Borrower Joinder and Assumption Agreement constitute a sealed instrument.

WITNESS/ATTEST: CN1, LLC

Name: _____ By: _____ (SEAL)
Title: _____ Name: _____
Title: _____

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION as Agent

By: *Douglas Hoffman*
Name: DOUGLAS HOFFMAN
Title: VICE PRESIDENT

**SECOND AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

This SECOND AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of February ____, 2010, is entered into by and among each of the undersigned listed on the signature pages hereto and each other Person that hereafter joins this Agreement (each a "Pledgor" and collectively the "Pledgors") and PNC BANK, NATIONAL ASSOCIATION, as Agent for the Lenders referred to below (the "Agent").

WHEREAS, reference is made to that Revolving Credit and Security Agreement, dated as of October 15, 2003, as amended (the "Existing Credit Agreement") among New Country Farms LLC, a limited liability company formed under the laws of the State of Iowa ("New Country Farms"), New Generation Ag Marketing LLC, a limited liability company formed under the laws of the State of Iowa ("New Generation Ag Marketing"), NFO Members' Dairy Custodial Account, an Iowa Trust ("Dairy Trust"), each as borrowers, NFO, Inc., a corporation incorporated under the laws of the State of Iowa, as the guarantor ("NFO"), and Agent; and

WHEREAS, the obligations, liabilities and indebtedness of New Country Farms, New Generation Ag Marketing, Dairy Trust and NFO under the Existing Credit Agreement are secured pursuant to, among other things, that certain Trademark Collateral Assignment and Security Agreement, dated as of October 15, 2003, and given in connection with the Existing Credit Agreement (the "Existing IP Security Agreement"); and

WHEREAS, as of the date hereof, the obligations, liabilities and indebtedness of New Country Farms, New Generation Ag Marketing, Dairy Trust and NFO subject to the Existing Credit Agreement have been continued and shall be governed by that certain Amended and Restated Revolving Credit and Security Agreement (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Credit Agreement") dated as of June 15, 2009 by and among New Country Farms, New Generation Ag Marketing, Dairy Trust, and Heritage Acres Foods, L.L.C., a limited liability company organized under the laws of the State of Missouri (each a "Borrower", and collectively "Borrowers"), NFO, as the guarantor, the Lenders now or hereafter party thereto, and the Agent, pursuant to which the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Loan Parties (as defined in the Credit Agreement); and

WHEREAS, reference is made to that certain Amended and Restated Patent, Trademark and Copyright Security Agreement dated as of June 15, 2009 entered into in connection with the Credit Agreement (the "First Amended and Restated IP Security Agreement"); and

WHEREAS, the undersigned parties hereto desire to amend and restate the First Amended and Restated IP Security Agreement to, inter alia, reflect the replacement of Heritage Acres Foods L.L.C. as a Borrower under the Credit Agreement with Colorado Natural LLC, an Iowa limited liability company.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and the rules of construction set forth in Section 1.4 of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and registered copyrights, whether now owned or hereafter acquired by any Pledgor, including those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to Agent, the Lenders, or any of their respective Affiliates under the Credit Agreement, the Guaranty or any of the Other Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Credit Agreement, the Guaranty, the Note or any of the Other Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to Borrowers or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Credit Agreement or the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Credit Agreement or the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every Pledgor to Agent or any of the Lenders, or any of their respective Affiliates, arising out of any Lender-Provided Interest Rate Hedge provided by Agent, such Lenders or such Affiliates pursuant to the Credit Agreement; and (iv) any sums advanced by Agent or the Lenders or which

may otherwise become due pursuant to the provisions of the Credit Agreement, the Guaranty, the Note, this Agreement, or any Other Documents or pursuant to any other document or instrument at any time delivered to Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on the Credit Agreement, the Guaranty, the Note or any Other Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants and conveys a security interest to Agent for the benefit of the Lenders in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as otherwise listed on Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as otherwise listed on Schedule B hereto, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable, without providing thirty (30) days prior written notice to Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to Agent; and

(j) such Pledgor shall preserve its corporate existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been indefeasibly satisfied in full, the commitments to make Advances have terminated, and any Letters of Credit have terminated or expired it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Debt shall have been indefeasibly satisfied in full, the commitments to make Advances have terminated, and any Letters of Credit have terminated or expired, any Pledgor shall own any new trademarks, any newly registered copyrights or any newly patented inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement and the Guaranty, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any

such sale or other disposition, Agent may, to the extent permissible under Applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) Agent herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of Agent and the Lenders. Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of Agent and the Lenders.

8. At such time as the Pledgors shall have indefeasibly paid in full all of the Debt, any the Letters of Credit have terminated or expired, and the commitments to make Advances shall have terminated, this Agreement shall terminate and Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full, all of the Letters of Credit have terminated or expired, and the commitments to make Advances shall have terminated, and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance

fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. Each Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld. Notwithstanding anything stated herein to the contrary, each Pledgor may in its reasonable discretion elect to maintain its trademarks and copyrights on a common law basis, rather than filing for registration. In addition, each Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain patents in the United States, and shall not be required to file its patents, trademarks or copyrights on an international basis.

11. Each Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement, the Guaranty or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that each Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania State or Federal Court sitting in Allegheny County, Pennsylvania, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a facsimile or other electronic transmission to Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 16.6 of the Credit Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of Agent hereunder and under the Other Documents, because Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed Agent its attorney-in-fact, and (v) to enforce Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

23. The First Amended IP Security Agreement is hereby amended and restated in its entirety as provided herein, and this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Existing Credit Agreement, the Existing IP Security Agreement, the Credit Agreement or the First Amended and Restated IP Security Agreement. The Pledgors and the Secured Party acknowledge and agree that the Existing IP Security Agreement and the First Amended and Restated IP Security Agreement have continued to secure the indebtedness, loans, liabilities, expenses, and obligations under the Existing Credit Agreement and the Credit Agreement, respectively, since the date of execution of the Existing IP Security Agreement and

the First Amended and Restated IP Security Agreement, and that this Agreement is entitled to all rights and benefits originally pertaining to the Existing IP Security Agreement and the First Amended and Restated IP Security Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**[SIGNATURE PAGE 1 OF 2 TO SECOND AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGORS:

NEW COUNTRY FARMS LLC

By: 

Name: Michael Miller

Title: Chief Financial Officer and Treasurer


NEW GENERATION AG MARKETING LLC

By: 

Name: Michael Miller

Title: Chief Financial Officer and Treasurer

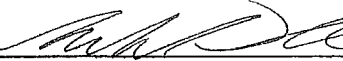
COLORADO NATURAL, LLC

By: 

Name: Michael Miller

Title: Treasurer

NFO MEMBERS' DAIRY CUSTODIAL
ACCOUNT; AN IOWA TRUST

By: 

Name: Michael Miller

Title: Trust Administrator

NFO, INC.

By: 

Name: Michael Miller

Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE 2 OF 2 TO SECOND AMENDED AND RESTATED
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: Douglas Hoffman
Name: DOUGLAS HOFFMAN
Title: VICE PRESIDENT

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Trademarks/Service Marks

Pledgor:	Date:	Reg. No.:	Description:
CN1, LLC	Filed 4/17/03	Serial No. 78238599	NEW COUNTRY FARMS
CN1, LLC	Filed 1/25/08	Serial No. 77380720	NEW COUNTRY FARMS
CN1, LLC	Filed 1/29/08	Serial No. 77382876	NEW COUNTRY FARMS
NFO, Inc.	Filed 12/30/94	Serial No. 74616842	NFO
NFO, Inc.	N/A	Unregistered	MAXIMUM MARKETING

Patents

None.

Copyrights

None.

**SCHEDULE B
T O
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED ENCUMBRANCES**

1. License Agreement between Heritage Acres Foods, L.L.C. (licensee) and New Country Farms LLC (licensor) dated December 15, 2007, assigned to Colorado National, LLC pursuant to the Bill of Sale, Assignment and Assumption Agreement dated November 13, 2009 between Heritage Acres Foods, LLC and Colorado Natural, LLC.
2. License Agreement effective March 3, 2009 between Maverick Ranch Association, Inc., (licensor), and Heritage Acres Foods, L.L.C. (licensee), as amended by Assignment and Assumption of License Agreement dated November 13, 2009 among Heritage Acres Foods, LLC, Colorado Natural, LLC and Maverick Ranch Association, Inc.
3. "Maximum Marketing" is not registered.
4. Royalties payable to Colorado National, LLC pursuant to the License Agreement dated October , 2009 between Heritage Acres Foods, L.L.C., and Heritage Foods, LLC, as amended by Amendment No. 1 to License Agreement dated November 13, 2009 among Heritage Acres Foods, L.L.C., Heritage Foods, LLC and Colorado Natural, LLC.