

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foremost Farms USA		12/31/2012	Cooperative: WISCONSIN

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: COLORADO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0679368	REDDI-SPONGE
Registration Number:	1032454	PZ-44
Registration Number:	1657537	ECONO BAKE
Registration Number:	1659037	DAIRY BAKE
Registration Number:	3657748	NUTRIMIX

CORRESPONDENCE DATA

Fax Number: 3128324700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-832-4500
 Email: mjbrown@foley.com, jolsen@foley.com
 Correspondent Name: Marshall J. Brown
 Address Line 1: 321 North Clark Street, Suite 2800
 Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	067964-0134
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OP \$140.00 0679368

NAME OF SUBMITTER:	Marshall J. Brown
Signature:	/marshall j brown/
Date:	02/01/2013
Total Attachments: 10 source=26 - Notice of Release of TM (EXECUTED)#page1.tif source=26 - Notice of Release of TM (EXECUTED)#page2.tif source=26 - Notice of Release of TM (EXECUTED)#page3.tif source=26 - Notice of Release of TM (EXECUTED)#page4.tif source=26 - Notice of Release of TM (EXECUTED)#page5.tif source=26 - Notice of Release of TM (EXECUTED)#page6.tif source=26 - Notice of Release of TM (EXECUTED)#page7.tif source=26 - Notice of Release of TM (EXECUTED)#page8.tif source=26 - Notice of Release of TM (EXECUTED)#page9.tif source=26 - Notice of Release of TM (EXECUTED)#page10.tif	

NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Notice”) is hereby executed, delivered and filed by Foremost Farms USA, Cooperative, a Wisconsin cooperative corporation having an address of Box 111, E10889A Penny Lane, Baraboo, WI 53913, (“Foremost”).

A. WHEREAS, Foremost is party to a Credit Agreement, dated May 21, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Foremost, as borrower, the financial institutes named therein as lenders (in such capacity, the “Lenders”) and COBANK, ACB, a federally chartered banking organization, as administrative agent for such Lenders, pursuant to which such Lenders have made certain commitments, subject to the terms and conditions therein, to extend certain credit facilities to Foremost;

B. WHEREAS, pursuant to the terms of a Security Agreement dated May 21, 2010 (the “Security Agreement”) among Foremost, the other grantors named therein, and COBANK, ACB, as administrative agent for the Lender Parties as defined in the Credit Agreement (in such capacity, the “Secured Party”), Foremost has granted in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, among other collateral, certain intellectual property of Foremost described therein (the “Trademark Security Interest”);

C. WHEREAS, the Trademark Security Interest is evidenced by a Grant of Trademark Security Interest by Foremost in favor of the Secured Party dated May 21, 2010 (“Grant of Trademark Security Interest”);

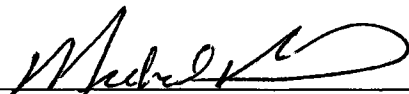
D. WHEREAS, Foremost and Agropur inc., a Wisconsin corporation having an address of 3500 E. Destination Drive, Appleton, WI 54915 (“Agropur”) have entered into an Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), pursuant to which Foremost has agreed to transfer certain assets to Agropur, including those United States and Canadian trademark applications and registrations set forth on Exhibit A hereto, as well as variations and derivations thereof and certain common law rights associated with the foregoing (the “Released Marks”);

E. WHEREAS, in connection with the Purchase Agreement, and as required by Agropur in connection with the closing of the transactions contemplated by the Purchase Agreement, the Secured Party has waived and released the Trademark Security Interest with respect to the Released Marks, as evidenced by a Release of Collateral executed by the Secured Party as of the date hereof, a redacted copy of which is attached hereto as Exhibit B (the “Release of Collateral”).

NOW, THEREFORE, Foremost hereby executes and delivers this Notice, and hereby authorizes Agropur to file this Notice with the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office, as applicable, to notify all interested parties of the release of the Trademark Security Interest.

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed by its officer thereunto duly authorized as of December 31, 2012.

FOREMOST FARMS USA, COOPERATIVE

By:  _____

Name: *Michael Doyle*

Title: *Vice President of Finance and
Chief Financial Officer*

EXHIBIT A

RELEASED MARKS


Country	Mark	Application Number	Registration Number	Filing Date	Registration Date
United States	REDDI-SPONGE	72/055,230	679,368	July 14, 1958	May 26, 1959
United States	PZ-44	73/054,793	1,032,454	June 11, 1975	February 3, 1976
United States	ECONO BAKE	74/093,321	1,657,537	August 31, 1990	September 17, 1991
United States	DAIRY BAKE	74/093,950	1,659,037	August 31, 1990	October 1, 1991
United States	NUTRIMIX	77/651,338	3,657,748	January 16, 2009	July 21, 2009
United States		71/409,685	363,708	July 17, 1938	January 3, 1939
Canada	REDDI-SPONGE	0269,367	TMA129,175	May 14, 1962	December 21, 1962

EXHIBIT B

Release of Collateral

Attached hereto in redacted form.

RELEASE OF COLLATERAL

WHEREAS, FOREMOST FARMS USA, COOPERATIVE ("Debtor") has entered into a Credit Agreement dated May 21, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Debtor, as borrower, the financial institutes named therein as lenders (in such capacity, the "Lenders") and COBANK, ACB, a federally chartered banking organization, as administrative agent for such Lenders, pursuant to which such Lenders have made certain commitments, subject to the terms and conditions therein, to extend certain credit facilities to Debtor;

WHEREAS, pursuant to the terms of a Security Agreement dated May 21, 2010 (the "Security Agreement") among Debtor, the other grantors named therein, and COBANK, ACB, as administrative agent for the Lender Parties as defined in the Credit Agreement (in such capacity, the "Secured Party"), Debtor has granted in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, certain assets of Debtor described therein (the "Security Interest");

WHEREAS, the Security Interest is evidenced by Uniform Commercial Code financing statements filing numbers: 07500845624, 07500742295, 100006303315 and the amendments and continuations related thereto (the "Financing Statements") and by a Grant of Trademark Security Interest by Debtor in favor of the Secured Party dated May 21, 2010 ("Grant of Trademark Security Interest");

WHEREAS, Debtor has requested that Secured Party release from the Financing Statements, the Grant of Trademark Security Interest and the Security Agreement certain collateral as described herein; and

WHEREAS, Secured Party is willing to release such collateral pursuant to the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, Secured Party hereby agrees as follows:

1. Release of Lien. Secured Party does hereby waive and release its security interest in and with respect to, and only with respect to, the "Purchased Assets" as defined in that certain Asset Purchase Agreement between Debtor and Agropur Inc. attached hereto as Exhibit A (the "Asset Purchase Agreement"), which Purchased Assets include, without limitation, the trademarks set forth in Exhibit B hereto (the "Released Trademarks"). The Released Trademarks and the other Purchased Assets are referred to herein as the "Released Collateral". The foregoing release is effective only with respect to the Released Collateral and does not constitute or imply any other release of the Security Interest or other lien granted by Debtor to Secured Party.

2. Authorization. Secured Party authorizes Debtor to record UCC-3 financing statement amendments to the Financing Statements in the form attached hereto as Exhibit C, deleting the Released Collateral from the collateral descriptions contained in the Financing Statements. Secured Party further authorizes Debtor to record a notice of release of security interest in the Released Trademarks with the United States Patent and Trademark Office and any

trademark office of any foreign nation to carry out the intent and purpose of this Release of Collateral.

3. Effective Date; Conditions. This Release of Collateral shall be effective upon Secured Party's receipt of an executed copy of the Asset Purchase Agreement with respect to Debtor's transfer and sale of the Released Collateral and confirmation that such sale transaction has closed and is effective not later than January 31, 2013.

4. No Amendment. Except as expressly provided herein, this Release of Collateral does not amend or otherwise modify the Credit Agreement, the Security Agreement, the Grant of Trademark Security Interest or any other Loan Document (as defined in the Credit Agreement) or adversely affect or impair any obligations of Debtor to Secured Party and the Lenders under any Loan Document.

5. Governing Law. This Release of Collateral shall be governed by and construed in accordance with the laws of the State of Wisconsin.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Release of Collateral as of the date first above written.

SECURED PARTY:

CoBank, ACB, as administrative agent

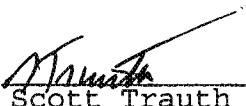
By: 
Scott Trauth
Its: Vice President

EXHIBIT A
ASSET PURCHASE AGREEMENT

See attached.

[ATTACHMENT INTENTIONALLY OMITTED
FROM THIS NOTICE.]

EXHIBIT B

RELEASED TRADEMARKS

U.S. Trademarks:

<u>Registered Owner</u>	<u>Description</u>	<u>Registration</u>	<u>Filing Date</u>	<u>Issue Date</u>
Foremost Farms USA, Cooperative	REDDI-SPONGE	679368	7/14/1958	5/26/1959
Foremost Farms USA, Cooperative	PZ-44	1032454	6/11/1975	2/3/1976
Foremost Farms USA, Cooperative	ECONO BAKE	1657537	8/31/1990	9/17/1991
Foremost Farms USA, Cooperative	DAIRY BAKE	1659037	8/31/1990	10/1/1991
Foremost Farms USA, Cooperative	NUTRIMIX 500	3657748	1/16/2009	7/21/2009

Foreign Trademarks:

<u>Registered Owner</u>	<u>Description</u>	<u>Registration</u>	<u>Filing Date</u>	<u>Issue Date</u>
Foremost Farms USA, Cooperative	REDDI-SPONGE	CANADA 129175	5/14/1962	12/21/1962

EXHIBIT C
UCC-3 FINANCING STATEMENT AMENDMENTS

See attached.

[ATTACHMENT INTENTIONALLY OMITTED
FROM THIS NOTICE.]