

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank, National Association, as Collateral Trustee		07/29/2013	National Chartered Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	ING Capital LLC, as Agent		
Street Address:	1325 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	78375681	SMBSC	
Serial Number:	78375688	SMBSC	
Serial Number:	78375685	SMBSC	
Serial Number:	78375682	SMBSC	
Serial Number:	78375676	SMBSC	
Serial Number:	78375674	SMBSC	
Serial Number:	78375677	SMBSC	
Serial Number:	78375625	SMBSC	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-572-3493		
Email:	kosborne@kslaw.com		

CH \$215.00 78375681

Correspondent Name: Karen Osborne, Senior Paralegal
Address Line 1: 1180 Peachtree Street N.E.
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	59941.015059
NAME OF SUBMITTER:	Karen Osborne
Signature:	//Karen Osborne//
Date:	07/29/2013

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment") is made as of July 29, 2013 by U.S. Bank National Association, as Collateral Trustee ("Assignor") in favor of ING Capital LLC, a Delaware limited liability company, as Agent for certain Secured Parties (the "Assignee").

WITNESSETH:

WHEREAS, Southern Minnesota Beet Sugar Cooperative, a Minnesota cooperative association ("Pledgor") and the Pledgor are parties to that certain Trademark Security Agreement dated as of September 20, 2005 (as amended, modified and supplemented from time to time, the "Trademark Security Agreement"; capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Trademark Security Agreement, including meanings attributed to terms through reference to the Security Agreement, as defined therein), pursuant to which Pledgor granted a security interest to Assignor in, among other things, in the trademarks set forth on Schedule 1 attached hereto ("Assigned Trademarks"), all licenses thereof, the goodwill associated therewith and the right to sue for past, present and future infringement thereof (collectively, together with the Assignor's rights under the Trademark Security Agreement the "Assigned Trademarks Collateral"); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 21, 2005, at Reel 003162/Frame 0685; and

WHEREAS, Pledgor has directed Assignor to assign its liens on the Assigned Trademarks Collateral and Assignor has agreed to do so;

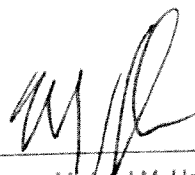
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of this date, Assignor does hereby sell, assign, transfer, set over, grant and convey absolutely unto Assignee, all of its right, title and interest in and to the Trademark Security Agreement, the Assigned Trademarks and all other Assigned Trademarks Collateral, without recourse, representation, or warranty of any kind except that Assignor represents and warrants that (a) it has not previously assigned, granted, conveyed or transferred the Trademark Security Agreement, the Assigned Trademarks or the other Assigned Trademarks Collateral to any Person, and (b) it has not subordinated, or granted a lien on or security interest in, any of its right, title and interest in and to the Trademark Security Agreement, the Assigned Trademarks or the other Assigned Trademarks Collateral.

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IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as
Assignor

By:



Name: Michael M. Hopkins
Title: Vice President

[Signature Page to Assignment of Trademark Security Agreement]

SCHEDULE 1
to
Assignment of Trademark Security Interest

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>REGISTRATION NO.</u>	<u>DATE OF REGISTRATION</u>	<u>MARK</u>
78/375,681	February 27, 2004	SMBSC & Design
78/375,688	February 27, 2004	SMBSC & Design
78/375,685	February 27, 2004	SMBSC & Design
78/375,682	February 27, 2004	SMBSC & Design
78/375,676	February 27, 2004	SMBSC
78/375,674	February 27, 2004	SMBSC
78/375,677	February 27, 2004	SMBSC
78/375,625	February 27, 2004	SMBSC

PENDING U.S. TRADEMARK APPLICATIONS

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>MARK</u>
NONE		

TRADEMARK LICENSES

Trademark Licenses with respect to which
Pledgor is a licensor:

<u>Licensee</u>	<u>License</u>	<u>Trademark and Registration or Serial Number</u>
NONE		

Trademarks and Trademark Applications with respect to which
Pledgor is a licensee:

<u>Licensor</u>	<u>License</u>	<u>Trademark and Registration or Serial Number</u>
NONE		