

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
Riceland Foods, Inc.		07/30/2013	cooperative association: ARKANSAS
RECEIVING PARTY DATA			
Name:	CoBank, ACB		
Street Address:	5500 South Quebec Street		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a federally chartered banking organization: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4135000	¡CHEVERE!	
Registration Number:	4224334	PERFECTO	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
Correspondent Name:	Susan Carlson, Faegre Baker Daniels LLP		
Address Line 1:	90 South 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
Signature:	/e/ Susan Carlson		
Date:	07/31/2013		

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Total Attachments: 4

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SUPPLEMENTAL GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS RICELAND FOODS, INC., an Arkansas cooperative association (the “**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Additional Trademark Collateral (as defined below);

WHEREAS the Grantor has entered into a Credit Agreement dated as of July 26, 2013 with the financial institutions named therein (in such capacity, the “**Lenders**”) and CoBank, ACB, a federally chartered banking organization, as administrative agent for such Lenders (in such capacity, the “**Secured Party**”) (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor;

WHEREAS the Credit Agreement amends and restates the Amended and Restated Credit Agreement dated as of July 27, 2011 among the Grantor, the Secured Party and the Lenders identified pursuant thereto;

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 27, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Grantor, the Secured Party and the other grantors named therein, the Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral;

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered its Grant of Trademark Security Interest dated as of July 27, 2011 (the “**Original Grant**”), confirming the grant of a security interest in the Trademark Collateral;

WHEREAS the Original Grant was recorded July 28, 2011 in the Patent and Trademark Office at Reel 4592, Frame 289;

AND WHEREAS the parties wish to confirm the Secured Party’s security interest in certain additional specified trademarks acquired after the date of the Original Grant;

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 the Grantor to the Secured Party pursuant to the Security Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Additional Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to the trademarks set forth on Schedule 1 annexed hereto (collectively, the “**Additional Trademarks**”), the registrations and applications (if any) set forth on Schedule 1 annexed hereto), and all goodwill of such Grantor’s business symbolized by the Additional Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Additional Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the 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 Additional Trademark Collateral. For purposes of this agreement, the term “**proceeds**”

includes whatever is receivable or received when the Additional Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary;

provided, that, notwithstanding any other provision set forth herein, all Excluded Property (as defined in the Security Agreement) shall be excluded from "Additional Trademark Collateral" and excluded from all Liens (as defined in the Credit Agreement) granted or purported to be granted or otherwise incurred hereunder, under the Security Agreement and under all other Loan Documents (as defined in the Credit Agreement).

The grant hereunder is in addition to and not limiting or in lieu of the grants under the Security Agreement and the Original Grant, each of which also cover the Additional Trademark Collateral (though without reference to specific registration numbers).

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 New York, without regard to conflicts of laws principles that would require application of another law.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Additional 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30 day of July, 2013.

RICELAND FOODS, INC.

By: Harry E Loftis
Name: HARRY E LOFTIS
Title: SVP & CFO

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

Trademark Name	Country	Registration Number	Product
Chef-Way	Aruba	30,634	Dried Beans
Chef-Way	Curacao	15,835	Dried Beans
Chef-Way	Grenada	126	Rice
Chef-Way	St. Lucia	TM/2012/000244	Dried Beans
Chef-Way	St. Maarten	13,939	Dried Beans
Chef-Way	Turks & Caicos	17,070	Dried Beans
Cevere	U.S.A.	4,135,000	Rice
Perfecto	U.S.A.	4,224,334	Rice
Riceland	Aruba	30,633	Dried Beans
Riceland	Curacao	15,834	Dried Beans
Riceland	Nigeria	31,203	Rice
Riceland	St. Lucia	TM/2012/000239	Dried Beans
Riceland	St. Maarten	13,938	Dried Beans
Riceland	Turks & Caicos	17069	Dried Beans