

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 |
| AO Operations, LLC | | 08/15/2013 | LIMITED LIABILITY COMPANY: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | 99 E. Broadway, 2nd Floor | | |
| City: | Eugene | | |
| State/Country: | OREGON | | |
| Postal Code: | 97401 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3266522 | AMERICAN ONIONS | |
| Registration Number: | 2674533 | HERMISTON SWEETS | |
| Registration Number: | 3058313 | HERMISTON SWEETREDS | |
| Registration Number: | 4182756 | HERMISTON SWEETREDS | |
| Registration Number: | 2795897 | NEVADA PLATEAU ONIONS | |
| Registration Number: | 3266521 | HERMISTON SWEETWHITES | |
| Registration Number: | 3459792 | FARMSTEAD ORGANICS | |
| Serial Number: | 76673818 | SWEET ONION PROCESS | |
| Serial Number: | 76673815 | SWEET PROCESS | |
| Serial Number: | 76673817 | SWEET TECHNIQUE | |
| Serial Number: | 76673816 | SEED TO SANDWICH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128035299 | | |

900264686

TRADEMARK
REEL: 005098 FRAME: 0671

CH \$290.00 3266522

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

Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

| | |
|-------------------------|---------|
| ATTORNEY DOCKET NUMBER: | 4120416 |
|-------------------------|---------|

| | |
|--------------------|---------------|
| NAME OF SUBMITTER: | Richard Kalwa |
|--------------------|---------------|

| | |
|------------|-----------------|
| Signature: | /richard kalwa/ |
|------------|-----------------|

| | |
|-------|------------|
| Date: | 08/27/2013 |
|-------|------------|

| |
|--|
| Total Attachments: 4 source=3425270#page1.tif source=3425270#page2.tif source=3425270#page3.tif source=3425270#page4.tif |
|--|

TRADEMARK COLLATERAL AGREEMENT

This 15th day of August, 2013, AO OPERATIONS, LLC, an Oregon limited liability company ("*Debtor*") with its principal place of business and mailing address at 33935 River Drive, Hermiston, Oregon 97838, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, with its mailing address at 99 E. Broadway, 2nd Floor, Eugene, Oregon 97401, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AO OPERATIONS, LLC

By 

Name Robert C. Hale

Title President

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____

Name Terese Rowe

Title Senior Vice President

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AO OPERATIONS, LLC

By _____
Name Robert C. Hale
Title President

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By Terese Rowe
Name Terese Rowe
Title Senior Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

| MARKS | REG. NO. | GRANTED |
|-----------------------|----------|-------------------|
| American Onions | 3266522 | July 17, 2007 |
| Hermiston Sweets | 2674533 | January 14, 2003 |
| Hermiston SweetReds | 3058313 | February 7, 2006 |
| Hermiston SweetReds | 4182756 | July 31, 2012 |
| Nevada Plateau Onions | 2795897 | December 16, 2003 |
| Hermiston SweetWhites | 3266521 | July 17, 2007 |
| FarmStead Organics | 3459792 | July 1, 2008 |

PENDING FEDERAL TRADEMARK APPLICATIONS

There are no pending trademark applications.

ABANDONED FEDERAL TRADEMARK APPLICATIONS

| MARK | SERIAL NO. | FILED |
|---------------------|------------|----------------|
| | 76673818 | March 09, 2007 |
| Sweet Onion Process | | |
| Sweet Process | 76673815 | March 08, 2007 |
| Sweet Technique | 76673817 | March 09, 2007 |
| Seed to Sandwich | 76673816 | March 09, 2007 |