

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
Agri-Mark, Inc.		12/17/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CoBank, ABC
Street Address:	5500 South Quebec Street
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Federally Chartered Corporation: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85940607	100% OF PROFITS GO TO OUR FARMERS · SUPP
Serial Number:	85847508	AGRI-MARK FAMILY DAIRY FARMS
Serial Number:	85847527	AGRI-MARK WHEY AND DAIRY PROTEIN
Serial Number:	85848865	AGRI-MARK
Serial Number:	86110163	ALPINE BLEND
Serial Number:	85384351	CABOT
Serial Number:	85398644	CABOT OWNED BY OUR FARM FAMILIES IN NEW
Serial Number:	85191899	COOKIES FOR GOOD ENDING HOMELESSNESS
Serial Number:	86031442	FARMERS' HERITAGE COLLECTION
Serial Number:	86031434	FARMERS' HERITAGE COLLECTION
Serial Number:	86031451	FARMERS' LEGACY COLLECTION
Serial Number:	86052515	FARMERS' LEGACY COLLECTION
Serial Number:	86110157	FARMHOUSE RESERVE
Serial Number:	85200809	OUR COMMUNITY

CH \$515.00 85940607

Serial Number:	85527220	OUR FARM FAMILIES COOPERATIVE
Serial Number:	85527145	OUR FARM FAMILIES COOPERATIVE
Serial Number:	85527138	OUR FARM FAMILIES COOPERATIVE
Serial Number:	85554390	REWARD VOLUNTEERS
Serial Number:	85214644	SNOW HOW
Serial Number:	86110153	WHITE OAK CHEDDAR

CORRESPONDENCE DATA

Fax Number: 8669471121
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 585-263-1065
Email: nytm@nixonpeabody.com
Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP
Address Line 1: 1300 Clinton Square
Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	54348/8
NAME OF SUBMITTER:	Kristen M. Walsh
Signature:	/kristenmwash/
Date:	12/19/2013

Total Attachments: 8
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**AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of December 17, 2013 (this "Amendment"), amends the Trademark Security Agreement, dated as of May 17, 2007, as amended (the "Trademark Security Agreement"), by and between AGRI-MARK, INC. ("Grantor"), a Delaware corporation and as successor by merger to Cabot Creamery Cooperative, Inc. ("Cabot Creamery"), and COBANK, ACB, a federally chartered corporation, as Administrative Agent (the "Grantee").

WITNESSETH

WHEREAS, the parties hereto entered into a certain Third Amended and Restated Credit Agreement of even date herewith (as amended, supplemented or modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Amendment and reaffirm and acknowledge the Trademark Security Agreement.

NOW, THEREFORE, the Grantor hereby agrees as follows:

1. Amendment. Schedule I of the Trademark Security Agreement is hereby amended and restated in its entirety to read as Schedule I attached hereto.

2. Reaffirmation. In order to induce Grantor and the Lenders (as defined in the Credit Agreement) to enter into the Credit Agreement and the transactions contemplated thereby, Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby:

(a) acknowledges that it is a party to the Trademark Security Agreement as successor in interest to Cabot Creamery by way of merger and reaffirms and acknowledges the Trademark Security Agreement, as amended above, and the terms and conditions thereof and confirms that the same remains in full force and effect for the benefit of the Grantee. Grantor hereby agrees and confirms, for the benefit of the Grantee, that the security interest granted under the Trademark Security Agreement continues in effect as security for all Secured Obligations (as defined in the Credit Agreement); and

(b) represents and warrants that it has no defense, offset or counterclaim against Agent, CoBank or any of the Lenders with respect to the Trademark Security Agreement or otherwise.

3. Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in a PDF format by electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment.

[Signature page follows]

**[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY
AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first herein above set forth.

AGRI-MARK, INC.

By: Edward Townley
Name: Edward Townley
Title: Executive Vice President – Finance and
Chief Financial Officer

COBANK, ACB, as Administrative Agent

By: _____
Name: Scott Trauth
Title: Vice President

TRADEMARK

REEL: 005178 FRAME: 0394


**[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY
AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first herein above set forth.

AGRI-MARK, INC.

By: _____
Name: Edward Townley
Title: Executive Vice President – Finance and
Chief Financial Officer





COBANK, ACB, as Administrative Agent





By:  _____
Name: Scott Trauth
Title: Vice President




SCHEDULE I
TRADEMARKS



Item A. Trademarks

I. United States Trademark Filings


Mark	Serial No. Filing Date	Reg. No. Reg. Date
<p>100% OF PROFITS GO TO OUR FARMERS . SUPPORTING OUR COMMUNITIES . OUR COMMUNITIES SUPPORTING US and Design</p> 	<p>85/940607 05/23/2013</p>	
<p>ADIRONDACK RESERVE</p>	<p>75/384,410 11/04/1997</p>	<p>2,208,952 12/8/1998</p>
<p>AGRI.MARK and Design</p> 	<p>73/368,175 06/07/1982</p>	<p>1,299,679 10/09/1984</p>
<p>AGRI.MARK FAMILY DAIRY FARMS and Design</p> 	<p>85/847,508 02/12/2013</p>	
<p>AGRI.MARK WHEY AND DAIRY PROTEIN and Design</p> 	<p>85/847,527 02/12/2013</p>	

Mark	Serial No. Filing Date	Reg. No. Reg. Date
AGRI-MARK	77/398,448 02/15/2008	3,628,153 5/26/2009
AGRI-MARK	85/848,865 02/13/2013	4,406,587 9/24/2013
ALPINE BLEND	86/110,163 11/05/2013	
CABOT	85/384,351 07/29/2011	4,111,813 03/13/2012
CABOT and Design 	73/336,261 11/09/1981	1,328,745 04/02/1985
CABOT OWNED BY OUR FARM FAMILIES IN NEW YORK & NEW ENGLAND SINCE 1919 and Design 	85/398,644 08/16/2011	4,321,660 04/16/2013
CABOT VERMONT and Design 	74/526,384 05/19/1994	1,929,369 10/24/1995
COOKIES FOR GOOD ENDING HOMELESSNESS and design 	85/191,899 12/07/2010	4,039,785 10/11/2011
FARM FAMILIES OF NEW ENGLAND	75/122,471 06/20/1996	2,077,382 07/08/1997
FARMERS' HERITAGE COLLECTION	86/031,442 08/07/2013	

Mark	Serial No. Filing Date	Reg. No. Reg. Date
FARMERS' HERITAGE COLLECTION and design 	86/031,434 08/07/2013	
FARMERS' LEGACY COLLECTION	86/031,451 08/07/2013	
FARMER'S LEGACY COLLECTION (and Design) 	86/052,515 08/30/2013	
FARMHOUSE RESERVE	86/110,157 11/05/2013	
MC CADAM	72/400,024 08/12/1971	953,752 02/20/1973
MCCADAM and Design 	78/746,027 11/03/2005	3,232,662 04/24/2007
NEW YORK'S FINEST NEW YORK MCCADAM and Design	78/746,025 11/03/2005	3,239,054 05/08/2007
OUR COMMUNITY	85/200,809 12/17/2010	
OUR FARM FAMILIES COOPERATIVE	85/527,220 01/27/2012	

Mark	Serial No. Filing Date	Reg. No. Reg. Date
OUR FARM FAMILIES COOPERATIVE	85/527,145 01/27/2012	
OUR FARM FAMILIES COOPERATIVE	85/527,138 01/27/2012	
PRIVATE STOCK	76/111,594 08/17/2000	2,614,071 09/03/2002
QUALITY and Design 	72/397,584 07/16/1971	947,668 11/21/1972
REWARD VOLUNTEERS and design 	85/554,390 02/28/2012	4,192,249 08/14/2012 Supp. Reg.
SNOW HOW	85/214,644 01/11/2011	4,024,046 09/06/2011
VERMONT STYLE	78/788,358 01/10/2006	3,215,220 03/06/2007
VERMONT STYLE	74/549,202 07/14/1994	1,941,878 12/12/1995 Supp. Reg.
VINTAGE CHOICE Vintage Choice	75/596,635 11/25/1998	2,382,362 9/5/2000
WHITE OAK CHEDDAR	86/110,153 11/05/2013	
YANKEE BRAND	72/397,586 07/16/1971	947,669 11/21/1972

II. Foreign Trademark Filings

Mark	Country	Serial No. Filing Date	Reg. No. Reg. Date
CABOT VERMONT 	Mexico	M1087328 05/06/2010	1166948 06/30/2010
CABOT	United Kingdom	2134668A 06/03/1997	2134668A 02/06/1998

Item B. Trademark Licenses

- Licenses to distributors in the ordinary course of business in connection with product sales.
- Trade Name Agreement with Good Foods Made Simple (November 6, 2012) for use of the registered trademark Reg. No. 4,321,660 (Agri-Mark is licensor).