

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grapeman Farms, LP		09/12/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1637053	FLAMINGO	
Registration Number:	2725425	FRUITFUL	
Registration Number:	1040206	GRAPE GIANT	
Registration Number:	2537654	GRAPE MAN	
Registration Number:	1306276	MARILYN	
Registration Number:	2009876	PATRICIA	
Registration Number:	0643359	SALL-N-ANN	
Registration Number:	2993556	SUPERGRAPE	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	297334-20		
NAME OF SUBMITTER:	Jean Paterson		

CH \$215.00 1637053

SIGNATURE:	/jep/
DATE SIGNED:	09/15/2014
Total Attachments: 7 source=9-15-14 Grapeman Farms 4-TM#page1.tif source=9-15-14 Grapeman Farms 4-TM#page2.tif source=9-15-14 Grapeman Farms 4-TM#page3.tif source=9-15-14 Grapeman Farms 4-TM#page4.tif source=9-15-14 Grapeman Farms 4-TM#page5.tif source=9-15-14 Grapeman Farms 4-TM#page6.tif source=9-15-14 Grapeman Farms 4-TM#page7.tif	

TRADEMARK COLLATERAL AGREEMENT

This 12th day of September, 2014, Teays River Investments, LLC, a Delaware limited liability company, Grapeman Farms, LP, a Delaware limited partnership, Remington Seeds, LLC, a Delaware limited liability company, and Aurora Organic Dairy Corp., a Delaware corporation, (each, a "*Debtor*", and together, "*Debtors*") with each Debtor's principal place of business and mailing address set forth on Schedule A hereto, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grant to Bank of Montreal ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) All of Debtors' right, title and interest (including common law rights and all state and federal registrations) in and to each trademark, trademark registration, and trademark application listed on Schedule B 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 Debtors against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule B 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 Debtors as set out in that certain Security Agreement bearing even date herewith between Debtors and Agent (as the same may be amended, restated, supplemented or otherwise modified 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 Agent of any application by any 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 pursuant to the Lanham Act (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 such 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 Agent 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 in accordance with the Lanham Act, then that application shall cease to be partly exempted from this Agreement.

The Agent and Debtors hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the 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.

This Trademark Collateral Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[SIGNATURE PAGE TO FOLLOW]

[Signature Page to Trademark Collateral Agreement - Teays River Investments, LLC]

TRADEMARK
REEL: 005362 FRAME: 0546

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

TEAYS RIVER INVESTMENTS, LLC
GRAPEMAN FARMS, LP
REMINGTON SEEDS, LLC
AURORA ORGANIC DAIRY CORP.

BY Kasey R. Osborn
Name Kasey R. Osborn
Title Authorized Signatory

[Signature Page to Trademark Collateral Agreement - Teays River Investments, LLC]

TRADEMARK
REEL: 005362 FRAME: 0547

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

BANK OF MONTREAL, as Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Title: Managing Director

[Signature Page to Trademark Collateral Agreement - Teays River Investments, LLC]

TRADEMARK
REEL: 005362 FRAME: 0548

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

DEBTORS' PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

NAME OF LOAN PARTY	COMPLETE STREET AND MAILING ADDRESS, INCLUDING COUNTY AND ZIP CODE
Teays River Investments, LLC	625 S. Main Street, Suite 100 Zionsville, IN 46077
Grapeman Farms, LP	9777 Wilshire Blvd, Suite 918 Beverly Hills, CA 90212 17808 Zerker Rd, Bakersfield, CA 93308
Remington Seeds, LLC	4746 West U.S. 24, Remington, IN 47977
Aurora Organic Dairy Corp.	1919 14th Street, Suite 300 Boulder, CO 80302

**SCHEDULE B
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARK	COUNTRY	STATUS	REG. NO.	REG. DATE	OWNER
FLAMINGO	U.S.	REGISTERED	1637053	05-MAR-1991	GRAPEMAN FARMS, LP
FRUITFUL	U.S.	REGISTERED	2725425	10-JUN-2003	GRAPEMAN FARMS, LP
GRAPE GIANT	U.S.	REGISTERED	1040206	25-MAY-1976	GRAPEMAN FARMS, LP
GRAPE MAN	U.S.	REGISTERED	2537654	12-FEB-2002	GRAPEMAN FARMS, LP
MARILYN	U.S.	REGISTERED	1306276	20-NOV-1984	GRAPEMAN FARMS, LP
PATRICIA	U.S.	REGISTERED	2009876	22-OCT-1996	GRAPEMAN FARMS, LP
SALL-N-ANN	U.S.	REGISTERED	0643359	26-MAR-1957	GRAPEMAN FARMS, LP
SG SUPERGRAPE	U.S.	REGISTERED	2993556	13-SEP-2005	GRAPEMAN FARMS, LP

PENDING FEDERAL TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	STATUS	APP. NO.	APP. DATE	OWNER