

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGRI-MARK, INC.		02/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COBANK, ACB		
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:	86311489	ALPINE CHEDDAR	
Serial Number:	86434045	GOODFOLKS	
Serial Number:	86434040	GOODFOLKS	
Serial Number:	86434032	GOODFOLKS	
Serial Number:	86434030	HAPPY GO LUCKY	
Serial Number:	86434025	HAPPY GO LUCKY	
Serial Number:	86434009	HAPPY GO LUCKY	
Serial Number:	86434062	MADE FOR GOOD FOLKS. BY GOOD FOLKS.	
Serial Number:	86434053	MADE FOR GOOD FOLKS. BY GOOD FOLKS.	
Serial Number:	86434051	MADE FOR GOOD FOLKS. BY GOOD FOLKS.	
Serial Number:	86426957	OPEN FARM SUNDAY	
Serial Number:	86341244	REAL FARM -POWER-	
Serial Number:	86341234	REAL FARM POWER	
Serial Number:	86341250	REAL FARM -POWER-	
Serial Number:	86341247	REAL FARM -POWER-	
Serial Number:	86341230	REAL FARM POWER	
Serial Number:	86341223	REAL FARM POWER	
Serial Number:	86307669	THE NORTHEAST CHEESE COMPANY	
Serial Number:	86307663	THE NORTHEAST CHEESE COMPANY	

CH \$515.00 86311489

Property Type	Number	Word Mark
Serial Number:	86307652	THE NORTHEAST CHEESE COMPANY

CORRESPONDENCE DATA

Fax Number: 8669471121
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.
Phone: 5852631065
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:	54348/6
NAME OF SUBMITTER:	Kristen M. Walsh
SIGNATURE:	/Kristen M. Walsh/
DATE SIGNED:	03/05/2015

Total Attachments: 9

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**AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of February 27, 2015 (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., and COBANK, ACB, a federally chartered corporation, as Administrative Agent (the "Grantee").

WITNESSETH

WHEREAS, the parties hereto entered into that certain First Amendment to Third Amended and Restated Credit Agreement and Certain Collateral Documents of even date herewith (the "First Amendment"), which amends the Third Amended and Restated Credit Agreement, dated as of December 17, 2013 (such agreement, as amended by the First Amendment, 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 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]

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: CFO - AGRI-MARK

COBANK, ACB, as Administrative Agent

By: _____
Name:
Title:

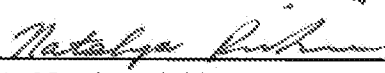
[Amendment to Trademark Security Agreement]

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:
Title:

COBANK, ACB, as Administrative Agent

By:  _____
Name: Natalya Rivkin
Title: Vice President






[Amendment to Trademark Security Agreement]

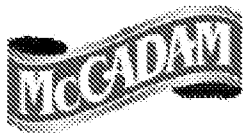

SCHEDULE I
TRADEMARKS

Item A. Trademarks



I. United States Trademark Filings

Mark	Serial No. Filing Date	Reg. No. Reg. Date
100% OF PROFITS GO TO OUR FARMERS . SUPPORTING OUR COMMUNITIES . OUR COMMUNITIES SUPPORTING US and Design 	85/940607 05/23/2013	4,509,562 04/08/2014
ADIRONDACK RESERVE	75/384,410 11/04/1997	2,208,952 12/08/1998
AGRIMARK and Design 	73/368,175 06/07/1982	1,299,679 10/09/1984
AGRIMARK FAMILY DAIRY FARMS and Design 	85/847,508 02/12/2013	4,460,177 12/31/2013
AGRIMARK WHEY AND DAIRY PROTEIN and Design 	85/847,527 02/12/2013	4,544,520 06/03/2014
AGRI-MARK	77/398,448 02/15/2008	3,628,153 05/26/2009

Mark	Serial No. Filing Date	Reg. No. Reg. Date
AGRI-MARK	85/848,865 02/13/2013	4,406,587 09/24/2013
ALPINE CHEDDAR	86/311,489 06/17/2014	4,687,851 02/17/2015
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' LEGACY COLLECTION	86/031,451 08/07/2013	4,598,688 09/02/2014
FARMER'S LEGACY COLLECTION and Design 	86/052,515 08/30/2013	4,598,747 09/02/2014


Mark	Serial No. Filing Date	Reg. No. Reg. Date
FARMHOUSE RESERVE	86/110,157 11/05/2013	4,540,877 05/27/2014
GOODFOLKS	86/434,045 10/24/2014	
GOODFOLKS	86/434,040 10/24/2014	
GOODFOLKS	86/434,032 10/24/2014	
HAPPY GO LUCKY	86/434,030 10/24/2014	
HAPPY GO LUCKY	86/434,025 10/24/2014	
HAPPY GO LUCKY	86/434,009 10/24/2014	
MADE FOR GOOD FOLKS. BY GOOD FOLKS.	86/434,062 10/24/2014	
MADE FOR GOOD FOLKS. BY GOOD FOLKS.	86/434,053 10/24/2014	
MADE FOR GOOD FOLKS. BY GOOD FOLKS.	86/434,051 10/24/2014	
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
OPEN FARM SUNDAY	86/426,957 10/17/2014	
OUR FARM FAMILIES COOPERATIVE	85/527,220 01/27/2012	
OUR FARM FAMILIES COOPERATIVE	85/527,145 01/27/2012	

Mark	Serial No. Filing Date	Reg. No. Reg. Date
OUR FARM FAMILIES COOPERATIVE	85/527,138 01/27/2012	
PRIVATE STOCK	76/111,594 08/17/2000	2,614,071 09/03/2002
REAL FARM -POWER- and Design 	86/341,244 07/18/2014	
REAL FARM POWER	86/341,234 07/18/2014	
REAL FARM -POWER- and Design 	86/341,250 07/18/2014	
REAL FARM -POWER- and Design 	86/341,247 07/18/2014	

Mark	Serial No. Filing Date	Reg. No. Reg. Date
REAL FARM POWER	86/341,230 07/18/2014	
REAL FARM POWER	86/341,223 07/18/2014	
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
THE NORTHEAST CHEESE COMPANY	86/307,669 06/12/2014	
THE NORTHEAST CHEESE COMPANY	86/307,663 06/12/2014	
THE NORTHEAST CHEESE COMPANY	86/307,652 06/12/2014	
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 	75/596,635 11/25/1998	2,382,362 09/05/2000
WHITE OAK CHEDDAR	86/110,153 11/05/2013	4,590,350 08/19/2014

II. Foreign Trademark Filings

Mark	Country	Serial No. Filing Date	Reg. No. Reg. Date

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)