

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Western Sugar Cooperative		05/06/2015	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	CoBank, ACB		
Street Address:	5500 South Quebec St		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a federally chartered instrumentality: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0598851	GW	
Registration Number:	1544719	W	
Registration Number:	1852026	GW	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
Correspondent Name:	Susan Carlson, Faegre Baker Daniels LLP		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	05/06/2015		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of May 6, 2015 by and between THE WESTERN SUGAR COOPERATIVE, a Colorado cooperative association (the “**Debtor**”), and COBANK, ACB, a federally chartered instrumentality, for itself and as administrative agent (in such capacity, the “**Secured Party**”) for the Secured Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement (together with all amendments, modifications and restatements of such agreement, the “**Credit Agreement**”) of even date herewith among the Debtor, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and the Secured Party, the lenders have agreed to make advances to and issue letters of credit for the account of the Debtor.

As a condition to making any advance under the Credit Agreement, the Secured Parties required the execution and delivery by the Debtor of a Security Agreement (together with all amendments, modifications and restatements of such Agreement, the “**Security Agreement**”) of even date herewith, pursuant to which the Debtor granted the Secured Party a security interest in substantially all of the Debtor’s personal property.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein shall have the meanings given them in the Credit Agreement or the Security Agreement, respectively. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Secured Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral.

3. Representations and Warranties.

The Debtor represents and warrants that the Debtor owns each of the Specified Patents and Specified Trademarks, free and clear of any Lien other than Permitted Liens.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtor and the Secured Party with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

THE WESTERN SUGAR COOPERATIVE

By: [Signature]
Name: Rodney Perry
Title: President and Chief Executive Officer

STATE OF Colorado)
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 5th day of May, 2015, by Rodney Perry, the President and Chief Executive Officer of The Western Sugar Cooperative, a Colorado cooperative association, on behalf of said cooperative association.

[Signature]
Notary Public

JENNIFER KOERSELMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054038878
MY COMMISSION EXPIRES OCTOBER 24, 2017

COBANK, ACB

By: *Natalya Rivkin*
Name: Natalya Rivkin
Title: Vice President

STATE OF Colorado)
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 5th day of May, 2015, by Natalya Rivkin, a Vice President of CoBank, ACB, a federally chartered instrumentality of the United States, on behalf of said entity.

JENNIFER KOERSELMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054036878
MY COMMISSION EXPIRES OCTOBER 24, 2017

Jennifer Koerselman
Notary Public

PATENTS AND PATENT APPLICATIONS

UNITED STATES ISSUED PATENTS

Country	Patent No.	Registration Date	Title	Application No.	Filing Date
USA	4795494	01/03/1989	Beet Juice Purification System	07167845	03/14/1988
USA	5008254	04/16/1991	Sugar Beet Pectins and Their Use in Comestibles	07430166	11/01/1989
USA	5480490	01/02/1996	Method for Purifying Beet Juice Using Recycled Materials	08386939	02/10/1995
USA	5759283	06/02/1998	Method for Processing Sugar Beets to Produce a Purified Beet Juice Product	08645702	05/14/1996

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS; FOREIGN PATENT APPLICATIONS

None.

TRADEMARKS AND TRADEMARK APPLICATIONS

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

Country	Trademark Registration No.	Registration Date	Trademark Name	Serial No.	Filing Date
USA	598851	11/30/1954	GW (stylized letters)	71/645,478	04/17/1953
USA	1544719	06/20/1989	W (words and design)	73/722,858	04/18/1988
USA	1852026	08/30/1994	GW (words and design)	74/343431	12/28/1992

REGISTRATIONS

None.

APPLICATIONS; COLLECTIVE MEMBERSHIP MARKS; SUPPLEMENTAL REGISTERED MARKS; UNREGISTERED MARKS MATERIAL TO BUSINESS

None.

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS; FOREIGN APPLICATIONS FOR TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

None.