

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Staple Cotton Cooperative Association		05/08/2015	cooperative corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COBANK, ACB		
<b>Street Address:</b>	5500 South Quebec Street		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Agricultural Credit Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	72189737	STAPLCOTN	
<b>Serial Number:</b>	85764417	STAPLCOTN	
<b>Serial Number:</b>	85764422	STAPLCOTN	
<b>Serial Number:</b>	85764414	STAPLCOTN	
<b>Serial Number:</b>	85764409	STAPLCOTN	
<b>Serial Number:</b>	85764419	STAPLCOTN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127686800		
<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>			
<b>Phone:</b>	2126325595		
<b>Email:</b>	Trademarks.us@dentons.com		
<b>Correspondent Name:</b>	Liza V. Schaeffer		
<b>Address Line 1:</b>	c/o Dentons US LLP, Wacker Drive Station		
<b>Address Line 2:</b>	Willis Tower, P.O. Box #061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	10500464-0009 USLLP MA9		
<b>NAME OF SUBMITTER:</b>	Liza V. Schaeffer		
<b>SIGNATURE:</b>	/liza v. schaeffer/		

OP \$165.00 72189737

<b>DATE SIGNED:</b>	05/18/2015
---------------------	------------

**Total Attachments: 6**

source=CoBank-Staple Cotton#page1.tif

source=CoBank-Staple Cotton#page2.tif

source=CoBank-Staple Cotton#page3.tif

source=CoBank-Staple Cotton#page4.tif

source=CoBank-Staple Cotton#page5.tif

source=CoBank-Staple Cotton#page6.tif

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of May 8, 2015 (this "Agreement"), between **STAPLE COTTON COOPERATIVE ASSOCIATION**, a Tennessee cooperative corporation (the "Assignor"), in favor of **COBANK, ACB** (the "Assignee"), as administrative agent for various financial institutions (collectively, the "Lenders") providing financing for the Assignor.

### WITNESSETH:

**WHEREAS**, the Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

**WHEREAS**, the Assignor, has entered into a Security Agreement, dated as of July 15, 2011 (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Lenders and other secured parties (collectively, the "Secured Parties");

**WHEREAS**, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agrees as follows:

(a) The Assignor does hereby pledge and collateral assign over unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement (after obtaining the Assignor's approval) by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any additional Trademarks or to delete any reference to any Trademarks in which the Assignor no longer has any right, title or interest.

(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

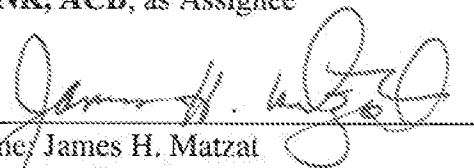
IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

STAPLE COTTON COOPERATIVE  
ASSOCIATION, as Assignor

By:   
M. B. Allen, President & CEO

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

COBANK, ACB, as Assignee

By:   
Name: James H. Matzat  
Title: Vice President

ANNEX I  
to  
Trademark Security Agreement

Trademarks and Trademark Applications

Item A. Trademarks

Registered Trademarks

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Registration Date</u>
Staple Cotton Cooperative Association	U.S.A.	STAPLCOTN	72-189737	804,904	March 1, 1966
					Renewed: March 1, 2006
Staple Cotton Cooperative Association	U.S.A.	STAPLCOTN	85-764417	4,573,807	July 22, 2014
Staple Cotton Cooperative Association	U.S.A.	STAPLCOTN	85-764422	4,353,885	June 18, 2013
Staple Cotton Cooperative Association	U.S.A.	STAPLCOTN	85-764414	4,357,824	June 25, 2013
Staple Cotton Cooperative Association	U.S.A.	STAPLCOTN	85-764409	4,353,884	June 18, 2013

Pending Trademark Applications

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Status</u>	<u>File Date</u>
Staple Cotton Cooperative Association	U.S.A.	STAPLCOTN	85-764419	Allowed September 16, 2014  1st Extension Granted February 24, 2015	October 26, 2012

Staple Cotton Cooperative Association	U.S.A.	STAPLCOTN	85-764424	Allowed September 16, 2014	October 26, 2012
				1st Extension Granted February 24, 2015	

Trademark Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
		None			

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
		None			