

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376943

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGRI-MARK, INC.		03/14/2016	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: 11

Property Type	Number	Word Mark
Serial Number:	86871299	CABOT FROM OUR CO-OPERATIVE OF FARM FAMI
Serial Number:	86656620	FOR GOOD FOLKS. BY GOOD FOLKS.
Serial Number:	86306534	FULL CIRCLE THE ART & HEART OF AGING
Serial Number:	86656666	GOODFOLKS
Serial Number:	86843442	GOODFOLKS FOR GOOD FOLKS. BY GOOD FOLKS.
Serial Number:	86656645	GOODFOLKS FOR GOOD FOLKS. BY GOOD FOLKS.
Serial Number:	86656656	GOODFOLKS MADE FOR GOOD FOLKS. BY GOOD F
Serial Number:	86707211	MAD RIVER RESERVE
Serial Number:	86656626	MADE FOR GOOD FOLKS. BY GOOD FOLKS.
Serial Number:	86732873	OUR FARM FAMILIES COOPERATIVE SINCE 1876
Serial Number:	86879064	CABOT

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

TRADEMARK

ATTORNEY DOCKET NUMBER:	54348-8
NAME OF SUBMITTER:	Kristen M. Walsh
SIGNATURE:	/Kristen M. Walsh/
DATE SIGNED:	03/16/2016

Total Attachments: 8

source=Security Agreement#page1.tif

source=Security Agreement#page2.tif

source=Security Agreement#page3.tif

source=Security Agreement#page4.tif

source=Security Agreement#page5.tif

source=Security Agreement#page6.tif

source=Security Agreement#page7.tif

source=Security Agreement#page8.tif

**SECOND AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

This **SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of March 14, 2016 (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 Third Amendment to Third Amended and Restated Credit Agreement and Certain Collateral Documents of even date herewith (the "Third Amendment"), which amends the Third Amended and Restated Credit Agreement, dated as of December 17, 2013, as amended by that certain First Amendment to Third Amended and Restated Credit Agreement dated as of February 27, 2015 and that certain Second Amendment to Third Amended and Restated Credit Agreement dated as of June 30, 2015 (as so amended, and as the same may be further amended, restated, supplemented or otherwise 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 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 Second Amendment to be duly executed as of the date first herein above set forth.

AGRI-MARK, INC.

By: 
Name: Matthew Hendricks
Title: Executive Vice President - Finance

COBANK, ACB, as Administrative Agent

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

[Second Amendment to Trademark Security Agreement]

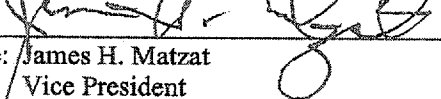
TRADEMARK
REEL: 005752 FRAME: 0706

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

AGRI-MARK, INC.

By: _____
Name: Matthew Hendricks
Title: Executive Vice President - Finance

COBANK, ACB, as Administrative Agent

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





[Second Amendment to Trademark Security Agreement]






TRADEMARK
REEL: 005752 FRAME: 0707



SCHEDULE I
TRADEMARKS


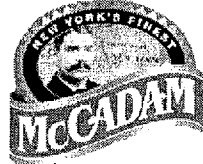


Item A. Trademarks

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
AGRI.MARK and Design 	73/368,175 06/07/1982	1,299,679 10/09/1984
AGRI.MARK FAMILY DAIRY FARMS and Design 	85/847,508 02/12/2013	4,460,177 12/31/2013
AGRI.MARK 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	86/879,064 01/19/2016	
CABOT and Design 	73/336,261 11/09/1981	1,328,745 04/02/1985
CABOT FROM OUR CO-OPERATIVE OF FARM FAMILIES SINCE 1919 and Design 	86/871,299 01/11/2016	
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

Mark	Serial No. Filing Date	Reg. No. Reg. Date
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
FARMHOUSE RESERVE	86/110,157 11/05/2013	4,540,877 05/27/2014
FOR GOOD FOLKS. BY GOOD FOLKS.	86/656,620 06/09/2015	
FULL CIRCLE THE ART & HEART OF AGING and Design 	86/306,534 06/11/2014	4,678,462 01/27/2015
GOODFOLKS	86/434,045 10/24/2014	
GOODFOLKS	86/434,040 10/24/2014	
GOODFOLKS	86/434,032 10/24/2014	
GOODFOLKS	86/656,666 06/09/2015	
GOODFOLKS FOR GOOD FOLKS. BY GOOD FOLKS	86/843,442 12/09/2015	
GOODFOLKS FOR GOOD FOLKS. BY GOOD FOLKS.	86/656,645 06/09/2015	
GOODFOLKS MADE FOR GOOD FOLKS. BY GOOD FOLKS.	86/656,656 06/09/2015	
MAD RIVER RESERVE	86/707,211 07/28/2015	
MADE FOR GOOD FOLKS. BY GOOD FOLKS.	86/656,626 06/09/2015	
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	

Mark	Serial No. Filing Date	Reg. No. Reg. Date
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	4,759,500 06/23/2015
OUR FARM FAMILIES COOPERATIVE SINCE 1876	86/732,873 08/21/2015	
PRIVATE STOCK	76/111,594 08/17/2000	2,614,071 09/03/2002
REAL FARM -POWER- and Design 	86/341,247 07/18/2014	4,828,308 10/06/2015
REAL FARM POWER	86/341,230 07/18/2014	4,828,307 10/06/2015
REWARD VOLUNTEERS and design 	85/554,390 02/28/2012	4,192,249 08/14/2012 Supp. Reg.

Mark	Serial No. Filing Date	Reg. No. Reg. Date
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 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
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)