

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378979

<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>
Landus Cooperative		04/01/2016	Cooperative Association: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CoBank, ACB		
<b>Street Address:</b>	6340 S Fiddlers Green Circle		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	a federally chartered instrumentality: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2326581	WEST CENTRAL	
<b>Registration Number:</b>	2346730	SOYCHLOR	
<b>Registration Number:</b>	1487376	SOYPLUS	
<b>Registration Number:</b>	3878788	360 FEEDS	
<b>Registration Number:</b>	4186115	PASTURCHLOR	
<b>Serial Number:</b>	86675471	DAIRY NUTRITION PLUS	
<b>Serial Number:</b>	86525624	DEMONSTRATING THE DIFFERENCE	
<b>Registration Number:</b>	4204407	GOLD STANDARD	
<b>Registration Number:</b>	2822529	MICROSOY FLAKES	
<b>Registration Number:</b>	2749469	MICROSOY	
<b>Registration Number:</b>	2388501	SOYPOWER	
<b>Registration Number:</b>	4167677	FC	
<b>Registration Number:</b>	4167676	TOGETHER WE CAN	
<b>Registration Number:</b>	0890997	STEAK MAKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	612-766-6911		

OP \$365.00 2326581

**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:** 04/01/2016

**Total Attachments: 6**

source=Landus Patent and Trademark Security Agreement#page1.tif  
source=Landus Patent and Trademark Security Agreement#page2.tif  
source=Landus Patent and Trademark Security Agreement#page3.tif  
source=Landus Patent and Trademark Security Agreement#page4.tif  
source=Landus Patent and Trademark Security Agreement#page5.tif  
source=Landus Patent and Trademark Security Agreement#page6.tif

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of April 1, 2016 by and between LANDUS COOPERATIVE, a cooperative association formed under the laws of the State of Iowa and formerly known as Farmers Cooperative Company (the **“Debtor”**), for itself and as successor-in-interest to West Central Cooperative and COBANK, ACB, a federally chartered instrumentality of the United States, as administrative agent (in such capacity, the **“Secured Party”**) for the Lender Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the **“Credit Agreement”**) among the Debtor, the Secured Party and various other Lenders (as defined therein), the Lenders have agreed to make advances and grant certain other financial accommodations to the Borrower.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtor of a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the **“Security Agreement”**), pursuant to which the Debtor granted the Secured Party a security interest in substantially all of the Debtor’s personal property.

Pursuant to the Security Agreement, the Debtor has been requested to execute and deliver this Agreement to the Secured Party.

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 or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. 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 existing 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 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.

LANDUS COOPERATIVE

By Matthew Miller  
Name: Matthew Miller  
Title: CEO

COBANK, ACB

By: Tom D. Houser  
Name: Tom D. Houser  
Title: Vice President

**PATENTS AND PATENT APPLICATIONS**

**U.S. Patents Issued:**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Assignee</u>
6,335,278	March 12, 2002	Dry dairy cow supplement	Borrower
6,127,560	October 3, 2000	Method for preparing a lower alkyl ester product from vegetable oil	Borrower
5,225,230	July 6, 1993	Method for preparing a high bypass protein product	Borrower
13043970	March 9, 2011	Quality control process for repackaging agricultural chemical shuttle tanks	Borrower

**MicroSoy Patents**

7335390	February 26, 2008	Composition Containing Soybean Flakes and Potato Flakes, method for Making a Food Product Therefrom and said Food Product	
7169432	January 30, 2007	Toasted Soybean Flakes and Method of Making Same	
7332191	February 19, 2008	Compositions Containing Toasted Soybean Flakes and Potato Flakes	
7105196	September 12, 2006	Soybean Cereal and Method for Making Same from Soybean Flakes	

**Foreign**

**Indian Patent Pending**

Publication Number

743/DEL/2009

**Licensed Intellectual Property:** None

**Known Infringements:** None

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**United States – Federal**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Borrower	WEST CENTRAL	2326581	March 7, 2000
Borrower	SOYCHLOR	2346730	May 2, 2000
Borrower	SOYPLUS	1487376	May 10, 1988
Borrower	360 Feeds	3878788	November 23, 2010
Borrower	PASTURChlor	4186115	August 7, 2012
Borrower	Dairy Nutrition Plus	86/675471	June 26, 2015
Borrower	Demonstrating the Difference	86/525624	February 5, 2015
Borrower	Gold Standard	4204407	September 11, 2012
Borrower	Microsoy Flakes	2822529	March 16, 2004
Borrower	Microsoy	2749469	August 12, 2003
Borrower	SoyPower	2388501	
Borrower	N-TENSIFICATION		January 20, 2016
Borrower	FC	4167677	July 3, 2012
Borrower	Together We Can	4167676	July 3, 2012
Borrower	STEAK MAKER	890997	May 12, 1970

**United States – State**

None

**Foreign**

None