

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM421136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIBRED-MARYLAND, INC.		03/22/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5004799	FI-1 SOY FIBRE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.293		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	03/27/2017		
Total Attachments: 5			
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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT ("Amendment") is entered into as of March 22, 2017 by FIBRED-MARYLAND, INC., a Maryland corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 27, 2013, by and among Niagara Fiber Intermediate Corp., a Delaware corporation ("Administrative Borrower"), Grantor, Fiber Holding Company, a Delaware corporation ("FHC"), Solvaira Specialties Inc., a Delaware corporation f/k/a International Fiber Corporation ("Solvaira"), Purifiber LLC, a Delaware limited liability company ("Purifiber"), Niagara MF Fiber LLC, a Delaware limited liability company ("Niagara"), Allied Blending & Ingredients, Inc., a Delaware corporation ("ABI"), Ingredients Unlimited, Inc., an Iowa corporation ("Ingredients"), Mississippi Blending Co., Inc., an Iowa corporation ("MS Blending"), Del Rancho Acquisition, Inc., an Iowa corporation ("Del Rancho Inc."), and Del Rancho, L.P., an Iowa limited partnership ("Del Rancho LP"; collectively with Administrative Borrower, Grantor, FHC, Solvaira, Purifiber, Niagara, ABI, Ingredients, MS Blending and Del Rancho Inc., "Borrowers" and each a "Borrower"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement dated as of even date therewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor and Agent entered into that certain Trademark Security Agreement, dated as of October 15, 2013 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in order to supplement Schedule I thereto to add the New Trademarks to such Schedule I.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. SCHEDULES. Schedule I to the Trademark Security Agreement is hereby amended by supplementing Schedule I thereto to include the New Trademarks set forth on Schedule I attached hereto.

3. EFFECT OF AMENDMENT. Except as expressly modified by this Amendment, the terms and provisions of the Trademark Security Agreement are ratified and confirmed and shall continue in full force and effect. For the avoidance of doubt, this Amendment is a Loan Document.

4. COLLATERAL AGREEMENT. The security interests granted pursuant to the Trademark Security Agreement (as amended hereby) are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the New Trademarks and the other Trademark Collateral made and granted pursuant to the Trademark Security Agreement (as amended hereby) are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between the Trademark Security Agreement (as amended hereby) and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIBRED-MARYLAND, INC.

By: _____

Name: Timothy Zappala_____

Title: Vice President_____


ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Kevin Bolash
Title: Director

SCHEDULE I
to
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Trademarks

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
 The logo for FI-1 Soy Fibre features a stylized, wavy line above the text "FI-1 Soy Fibre" in a serif font.	86674089	5004799	July 19, 2016