

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM428209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOUNTAIN STATES/ROSEN, LLC		05/12/2017	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	COBANK, ACB		
Street Address:	6340 SOUTH FIDDLERS GREEN CIRCLE		
City:	GREENWOOD VILLAGE		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Federally-Chartered Instrumentality: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1805460	CEDAR SPRINGS FRESH AMERICAN LAMB	
Registration Number:	2873391	CEDAR SPRINGS UNCOMPROMISING QUALITY NAT	
Registration Number:	3561497	MOUNTAIN STATES ROSEN COMPANY USA PREMIU	
Registration Number:	3731711	SMART CUISINE	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<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:	8168428600		
Email:	trademark.mpl@stinson.com		
Correspondent Name:	Stinson Leonard Street LLP		
Address Line 1:	150 South 5th Street, Ste 2300		
Address Line 2:	Cynthia Maust		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	3002609.0015		
NAME OF SUBMITTER:	Cynthia Maust		
SIGNATURE:	/Cynthia Maust/		
DATE SIGNED:	05/19/2017		
Total Attachments: 3			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of May 12, 2017 by and between **MOUNTAIN STATES/ROSEN, LLC**, a Wyoming limited liability company (the "**Debtor**"), and **COBANK, ACB**, a federally-chartered instrumentality of the United States (the "**Secured Party**").

The Debtor and the Secured Party are parties to a Master Loan Agreement dated as of August 15, 2014, and numbered RI0691G (as amended, restated, supplemented or otherwise modified from time to time, the "**MLA**") and an Amended and Restated Security Agreement dated May 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which Debtor granted Secured Party a security interest in all of the Debtor's personal property.

NOW THEREFORE, in consideration of the mutual covenants contained in the MLA, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

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

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

"Specified Trademark" means each of the Trademarks listed on Schedule A, 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 Trademark Collateral to the Secured Party.

3. Representations and Warranties.

The Debtor represents and warrants that the Debtor owns each of the Specified Trademarks, free and clear of any lien other than liens permitted under the Loan Documents.

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 Trademark Collateral shall in all respects be governed by the MLA and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect.

This Agreement and the Secured Party's security interest in the Trademark Collateral shall continue in full force and effect until all of the Obligations have been satisfied in full (other than inchoate contingent Obligations for which no demand has been made) and the Secured Party has no commitment to make any further advances to the Debtor.

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

"Debtor"

MOUNTAIN STATES/ROSEN, LLC

By: Frank N Moore
Name: Frank N Moore
Title: President

"Secured Party"

COBANK, ACB

By: [Signature]
Name: James E Rogers
Title: Assistant Corporate Secretary

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

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

Trademark Registration No.	Registration Date	Trademark Name	Serial No.	Filing Date
1805460	11/16/1993	CEDAR SPRINGS FRESH AMERICAN LAMB	74252746	3/6/1992
2873391	8/17/2004	CEDAR SPRINGS UNCOMPROMISING QUALITY NATURE VEAL & Barn (Design)	76473967	10/31/2002
3561497	1/13/2009	MOUNTAIN STATES ROSEN COMPANY USA PREMIUM QUALITY MEATS & Mountain (Design)	76678123	6/12/2007
3731711	12/29/2009	SMART CUISINE	76678121	6/12/2007

REGISTRATIONS

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

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

Country	Trademark Registration No.	Registration Date	Trademark Name