

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norbest, LLC		09/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CoBank, ACB, in its capacity as Administrative Agent on behalf of Western AgCredit, PCA and CoBank, ACB		
Street Address:	6340 S Fiddlers Green Circle		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a federally chartered instrumentality of the United States: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	0750662	BUDGETWISE	
Registration Number:	0746323	NORBEST	
Registration Number:	1039802	NORBEST	
Registration Number:	4529004	NORBEST	
Registration Number:	1075622	NORBEST FAMILY TRADITION	
Registration Number:	2324818	NORBEST HOME STYLE	
Registration Number:	2164754	NORFRESH	
Registration Number:	4368464	NUTRI-MULCH	
Registration Number:	4367846	NUTRI-MULCH	
Registration Number:	4514811	PERFECT TURKEY EVERY TIME	
Registration Number:	0797869	ROAST-RITE	
Registration Number:	2324819	SANPETE BBQ	
Registration Number:	2192906	SIGNATURE CLASSICS	
Registration Number:	1779072	SWEETHEART	
Registration Number:	4517891	SWEETHEART	
Registration Number:	3056571	TENDER TIMED	
Registration Number:	3072101	TENDER TIMER	
Registration Number:	0840437	TENDER-TIMER	

OP \$590.00 0750662

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0837264	TENDER-TIMED
Registration Number:	4571764	TURKEY, AT ITS BEST
Registration Number:	2467640	URNS DIRT INTO SOIL
Registration Number:	1443453	NOR-FRESH
Registration Number:	1046938	FAMILY PRIDE

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-6911

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:	09/01/2017

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of September 1, 2017 by and between NORBEST, LLC, a Delaware limited liability company (the "Debtor"), and COBANK, ACB, in its capacity as administrative agent on behalf of WESTERN AGCREDIT, PCA and COBANK, ACB (the "Secured Party").

The Debtor and the Western AgCredit, PCA are parties to an Amended and Restated Master Loan Agreement, dated as of August 21, 2015, for which COBANK, ACB acts as the administrative agent (as amended, restated, supplemented or otherwise modified from time to time, the "MLA") and an Amended and Restated Security Agreement dated August 24, 2015 (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 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:

"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.

"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.

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.

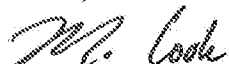
5. **Continuing Effect.**

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.

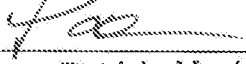
"Debtor"

NORBEST, LLC

By: 
Name: Matthew T. Cook
Title: President & CEO

"Secured Party"

COBANK, ACB,
as administrative agent on behalf of
WESTERN AGGREDIT, PCA and
COBANK, ACB

By: 
Name: Patricia Machado
Title: Assistant Corporate Secretary

SCHEDULE A

United States Issued Trademarks, Service Marks and Collective Membership Marks

Trademark Registration No.	Registration Date	Trademark Name	Application No.	Application Date
750662	June 4, 1963	Budgetwise	72/147,140	June 18, 1962
746323	March 5, 1963	Norbest	72/148,066	June 29, 1962
1039802	May 18, 1976	Norbest	73/048,597	April 4, 1975
4529004	May 13, 2014	Norbest (and design)	86/061,282	September 11, 2013
1075622	October 18, 1977	Norbest Family Tradition	73/114,642	February 4, 1977
2324818	February 29, 2000	Norbest Home Style	75/354,451	September 10, 1997
2164754	June 9, 1998	Norfresh	75/241,144	February 12, 1997
4368464	July 16, 2013	Nutri-Mulch	85/792,812	December 3, 2012
4367846	July 16, 2013	Nutri-Mulch (and design)	85/780,619	November 15, 2012
4514811	April 15, 2014	Perfect Turkey Every Time	86/137,673	December 6, 2013
0797869	October 19, 1965	Roast-Rite	72/148,067	June 29, 1962
2324819	February 29, 2000	Sanpete BBQ	75/354,452	September 10, 1997
2192906	September 29, 1998	Signature Classics	75/306,101	June 10, 1997
1779072	June 29, 1993	Sweetheart	74/187,453	July 22, 1991
4517891	April 22, 2014	Sweetheart (and design)	86/131,903	November 29, 2013
3056571	January 31, 2006	Tender Timed	78/471,794	August 23, 2004
3072101	March 21, 2006	Tender Timer	78/471,790	August 23, 2004
840437	December 12, 1967	Tender Timer (and design)	72/257,325	September 27, 1996
837264	October 17, 1967	Tender-Timed	72/257,324	September 27, 1966
4571764	July 22, 2014	Turkey, at its Best	86/144,181	December 16, 2013
2467640	July 10, 2001	Turns Dirt into Soil	76/038,685	May 2, 2000
1443453	June 16, 1987	Nor-Fresh	73/607986	July 7, 1986
1046938	August 24, 1976	Family Pride	73/069884	November 24, 1975

Foreign Issued Trademarks, Service Marks and Collective Membership Marks;

Country	Trademark Registration No.	Registration Date	Trademark Name
Canada	TMA165513	October 3, 1969	Norbest
China	553370	May 29, 1990	Norbest
Hong Kong	302803806	April 22, 2014	Norbest
Japan	1075058	July 4, 1974	Norbest
Japan	3317006	May 30, 1997	Norbest (and design)
Mexico	450559	January 20, 1994	Norbest (and design)

Country	Trademark Registration No.	Registration Date	Trademark Name
Mexico	453124	February 24, 1994	Tender-Timed
Mexico	452580	February 17, 1994	Tender-Timer
Panama	87956	June 3, 1997	Norbest
Singapore	T9003000F	April 27, 1980	Norbest
United Arab Emirates	201489	November 25, 2014	Norbest
Vietnam	245331	May 19, 2015	Norbest (and design)

Schedule A to Trademark Security Agreement