

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451156

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NORPAC Foods, Inc.		11/15/2017	Cooperative Corporation: OREGON
Hermiston Foods, LLC		11/15/2017	Limited Liability Company: OREGON
Quincy Foods, LLC		11/15/2017	Limited Liability Company: WASHINGTON

RECEIVING PARTY DATA

Name:	CoBank, ACB
Street Address:	6340 S. Fiddlers Green Circle
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	a federally chartered instrumentality: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Serial Number:	87546949	FLAV-R-PAC
Serial Number:	86849591	SIDESATIONS
Registration Number:	4909626	FLAV-R-PAC AMERICAN HARVEST
Registration Number:	4888664	CHILI SUPREME
Registration Number:	3917060	FLAV-R-PAC
Registration Number:	4782324	CHEF STARTERS
Registration Number:	4656925	SOUP SELECT
Registration Number:	4142572	SUPER MK'T
Registration Number:	4022628	NORPAC
Registration Number:	3839030	COBBIES
Registration Number:	3759302	STEAM OF THE CROP
Registration Number:	3764405	FLAV-R-PAC CONNOISSEUR COLLECTION
Registration Number:	3349122	ISLAND BLENDS
Registration Number:	3693273	SCRATCH RECIPE
Registration Number:	3515815	JUST ADD HAMBURGER!

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Property Type	Number	Word Mark
Registration Number:	3515813	JUST ADD CHICKEN!
Registration Number:	2915509	NORPAC QUALITY PRODUCTS FROM OUR FARMERS
Registration Number:	2854385	QUICK 'N EASY COMBOS
Registration Number:	3370957	MEAL BASICS
Registration Number:	2399169	FLAV-R-PAC JUST ADD CHICKEN!
Registration Number:	2382452	FLAV-R-PAC JUST ADD HAMBURGER!
Registration Number:	2363214	MAIN COURSE
Registration Number:	2151151	
Registration Number:	2010378	FLAV-R-PAC VEGETABLE COLLECTION
Registration Number:	1861062	GRANDE CLASSICS
Registration Number:	1875397	GRANDE CLASSICS
Registration Number:	2044118	SOUP EXPRESS
Registration Number:	1049746	SACK O' CORN
Registration Number:	1028056	BIG DADDY
Registration Number:	1529913	PASTA PERFECT
Registration Number:	1527173	SOUP SUPREME
Registration Number:	1260584	BEAUTIFUL VEGETABLES
Registration Number:	1093908	RINGLETTTS
Registration Number:	1117370	BEANS SUPREME
Registration Number:	0790079	FLAV-R-TATERS
Registration Number:	0977427	FLAV-R-PAC
Registration Number:	0608803	FLAV-R-PAC
Registration Number:	0984078	WESTPAC
Registration Number:	0932658	BIG DADDY
Registration Number:	0885973	COB CORN SHORTIES
Registration Number:	0875273	VALLEY MAID
Registration Number:	0876132	COBETTES
Registration Number:	0851998	NORPAC
Registration Number:	0836368	COBBETTS
Registration Number:	0799203	SPRINGWATER
Registration Number:	0800468	ROYAL GARNET
Registration Number:	0563370	SUPER MK'T
Registration Number:	0503459	STACO
Registration Number:	0438239	SANTIAM

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.

TRADEMARK

REEL: 006206 FRAME: 0785

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:	11/16/2017

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of November 15, 2017 by and among NORPAC Foods, Inc., an Oregon cooperative corporation (“**NORPAC**”), Hermiston Foods, LLC, an Oregon limited liability company (“**Hermiston**”), and Quincy Foods, LLC, a Washington limited liability company (“**Quincy**”; together with NORPAC and Hermiston, collectively, the “**Debtors**”), and CoBank, ACB, a federally chartered instrumentality of the United States, as administrative agent (in such capacity, the “**Administrative Agent**”) for the Lenders, 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 Debtors, the Guarantors (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent, the Lenders have agreed to make advances and grant certain other financial accommodations to the Debtors.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtors 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 Debtors granted to the Administrative Agent a security interest in substantially all of the Debtors’ personal property.

Pursuant to the Security Agreement, the Debtors have been requested to execute and deliver this Agreement to the Administrative Agent.

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 Secured Obligations, each 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 to the Administrative Agent.

3. Representations and Warranties.

Each Debtor represents and warrants that such 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 Debtors and the Administrative Agent 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.

NORPAC FOODS, INC.

By Richard M. Murray
Name: Richard M. Murray
Title: CEO & Secretary

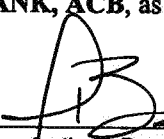
HERMISTON FOODS, LLC

By Richard M. Murray
Name: Richard M. Murray
Title: CEO & Secretary

QUINCY FOODS, LLC

By Richard M. Murray
Name: Richard M. Murray
Title: CEO & Secretary

COBANK, ACB, as Administrative Agent

By 
Name: Justin A. Barr
Title: Vice President

Signature Page to Patent and Trademark Security Agreement

**TRADEMARK
REEL: 006206 FRAME: 0790**

PATENTS AND PATENT APPLICATIONS

U.S. Patents Issued: None.

Foreign Patents Issued: None.

Licensed Intellectual Property: None.

Known Infringements: None.

TRADEMARKS AND TRADEMARK APPLICATIONS**United States – Federal**

Mark	Application No.	Application Date	Registration No.	Registration Date
FLAV-R-PAC	87/546949	7/28/17	N/A	N/A
SIDESATIONS	86/849591	12/15/15	N/A	N/A
FLAV-R-PAC AMERICAN HARVEST	86/407695	9/26/14	4909626	3/1/16
CHILI SUPREME	86/630949	5/15/15	4888664	1/19/16
FLAV-R-PAC	85/073195	6/28/10	3917060	2/8/11
CHEF STARTERS	85/784035	11/20/12	4782324	7/28/15
SOUP SELECT	85/889817	3/28/13	4656925	12/16/14
SUPER MK'T	85/429772	9/22/11	4142572	5/15/12
NORPAC	85/239990	2/11/11	4022628	9/6/11
COBBIES	77/777936	7/9/09	3839030	8/24/10
STEAM OF THE CROP	77/978663	2/24/09	3759302	3/9/10
FLAV-R-PAC CONNOISSEUR COLLECTION	77/561778	9/3/08	3764405	3/23/10
ISLAND BLENDS	77/015872	10/6/06	3349122	12/4/07
SCRATCH RECIPE	77/327167	11/12/07	3693273	10/6/09
JUST ADD HAMBURGER!	77/419924	3/12/08	3515815	10/14/08
JUST ADD CHICKEN!	77/419913	3/12/08	3515813	10/14/08
NORPAC QUALITY PRODUCTS FROM OUR FARMERS' COOPERATIVE SINCE 1924	76/377119	2/28/02	2915509	1/4/05
QUICK 'N EASY COMBOS	76/339584	11/19/01	2854385	6/15/04
MEAL BASICS	76/638609	5/12/05	3370957	1/15/08
FLAV-R-PAC JUST ADD CHICKEN!	75/622600	1/15/99	2399169	10/31/00
FLAV-R-PAC JUST ADD HAMBURGER	75/622383	1/15/99	2382452	9/5/00
MAIN COURSE	75/558469	9/14/98	2363214	6/27/00
DESIGN ONLY	74/711801	8/7/95	2151151	4/14/98
FLAV-R-PAC VEGETABLE COLLECTION	74/389867	5/11/93	2010378	10/22/96
GRANDE CLASSICS	74/301737	8/4/92	1861062	11/1/94
GRANDE CLASSICS	74/301738	8/4/92	1875397	1/24/95
SOUP EXPRESS	74/519696	4/26/94	2044118	3/11/97

Mark	Application No.	Application Date	Registration No.	Registration Date
SACK O'CORN	73/052747	5/19/75	1049746	10/5/76
BIG DADDY	73/053223	5/23/75	1028056	12/23/75
PASTA PERFECT	73/731634	5/31/88	1529913	3/14/89
SOUP SUPREME	73/726978	5/9/88	1527173	2/28/89
BEAUTIFUL VEGETABLES	73/229966	9/4/79	1260584	12/6/83
RINGLETTTS	73/140033	9/6/77	1093908	6/20/78
BEANS SUPREME	73/133369	7/11/77	1117370	5/1/79
FLAV-R-TATERS	72/195317	6/10/64	0790079	5/25/65
FLAV-R-PAC	72/428685	6/29/72	0977427	1/22/74
FLAV-R-PAC	71/656899	11/24/53	0608803	7/12/55
WESTPAC	72/461864	7/2/73	0984078	5/14/74
BIG DADDY	72/372365	10/2/70	0932658	4/18/72
COB CORN SHORTIES	72/320846	3/5/69	0885973	2/10/70
VALLEY MAID	72/304982	8/12/68	0875273	8/19/69
COBETTES	72/282916	10/19/67	0876132	9/2/69
NORPAC	72/273522	6/9/67	0851998	7/2/68
COBBETTS	72/226765	8/30/65	0836368	10/3/67
SPRINGWATER	72/210583	1/25/65	0799203	11/23/65
ROYAL GARNET	72/201045	9/1/64	0800468	12/14/65
SUPER MK'T	71/611192	3/12/51	0563370	8/26/52
STACO	71/536306	9/30/47	0503459	10/26/48
SANTIAM	71/513345	11/27/46	0438239	4/13/48

United States – State

None.

Foreign

None.