

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452647

| | | | |
|---|--------------------------------|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Collateral Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Natural Prairie Dairy Farms, LLC | | 11/29/2017 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal, as Agent | | |
| Street Address: | 115 S. LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86373080 | NATURAL PRAIRIE DAIRY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | emily.klump@clarivate.com | | |
| Correspondent Name: | Nancy A. Zarazua | | |
| Address Line 1: | 111 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| NAME OF SUBMITTER: | Emily Klump | | |
| SIGNATURE: | /Emily Klump/ | | |
| DATE SIGNED: | 11/30/2017 | | |
| Total Attachments: 8 | | | |
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Natural Prairie Dairy Farms, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 29, 2017

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 115 S. LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

86373080

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nancy A. Zarazua

Internal Address: _____

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5133

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Nancy A. Zarazua, for Chapman and Cutler LLP

November 29, 2017

Signature

Date

Nancy A. Zarazua, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 29th day of November, 2017, Natural Prairie Dairy Farms, LLC, a Texas limited liability company, Precision Soya, LLC, a Delaware limited liability company, Remington Seeds, LLC, a Delaware limited liability company, and Aurora Organic Dairy Corp., a Delaware corporation (each, a “*Debtor*”, and together, “*Debtors*”), with each Debtor’s principal place of business and mailing address set forth on Schedule A hereto, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grant to Bank of Montreal (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) All of Debtors’ right, title and interest (including common law rights and all state and federal registrations) in and to each trademark, trademark registration, and trademark application listed on Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtors against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule B hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtors as defined in that certain Security Agreement dated as of September 12, 2014, among the Debtors, certain affiliates of the Debtors and the Agent (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any application by any Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted pursuant to the Lanham Act (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as such Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office in accordance with the Lanham Act, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.


The Agent and Debtors hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[SIGNATURE PAGE TO FOLLOW]

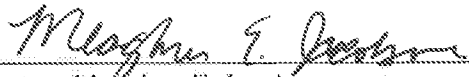
IN WITNESS WHEREOF, the Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NATURAL PRAIRIE DAIRY FARMS, LLC
PRECISION SOYA, LLC
REMINGTON SEEDS, LLC
AURORA ORGANIC DAIRY CORP.

By: 
Name: Michael L. DeCamp
Title: Authorized Signatory

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By 
Name: Meghan E. Jacobsen
Title: Vice President

{Signature Page to Trademark Collateral Agreement}

TRADEMARK
REEL: 006216 FRAME: 0933

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

DEBTORS' PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS



| NAME OF LOAN PARTY | COMPLETE STREET AND MAILING ADDRESS |
|----------------------------------|--|
| Natural Prairie Dairy Farms, LLC | P.O. Box 659 Hartley, TX 79044 |
| Precision Soya, LLC | 4746 West U.S. 24, Remington, IN 47977 |
| Remington Seeds, LLC | 4746 West U.S. 24, Remington, IN 47977 |
| Aurora Organic Dairy Corp. | 1919 14th Street, Suite 300 Boulder, CO 80302 |

**SCHEDULE B
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

| TRADEMARK | COUNTRY | STATUS | APP. NO. | APP. DATE | REG. NO. | REG. DATE | OWNER |
|---|----------------|--------------------------------|-----------------|------------------|-----------------|----------------------|--|
| ANIMALS.PEOPLE. PLANET (AND DESIGN) | U.S. | PUBLISHED FOR OPPOSITION | 87283211 | 28-DEC- 2016 | | | AURORA ORGANIC DAIRY CORP. |
| COW TO CARTON | U.S. | PENDING | 87621058 | 25-SEPT- 2017 | | | AURORA ORGANIC DAIRY CORP. |
| ANIMALS.PEOPLE. PLANET | U.S. | REGISTERED | 87283203 | 28-DEC- 2016 | 5250499 | 25- JULY- 2017 | AURORA ORGANIC DAIRY CORP. |
| HIGH MEADOW | U.S. | PUBLISHED FOR OPPOSITION | 86389080 | 3-FEB- 2015 | | | AURORA ORGANIC DAIRY CORP. |
| CALF TO CARTON | U.S. | PUBLISHED FOR OPPOSITION | 86626513 | 12-MAY- 20156 | | | AURORA ORGANIC DAIRY CORP. |
| CROP TO CARTON | U.S. | PUBLISHED FOR OPPOSITION | 86626498 | 12-MAY- 2015 | | | AURORA ORGANIC DAIRY CORP. |
| NATURAL PRAIRIE LOGO | U.S. | ONGOING | | | 86373080 | 21- AUG- 2014 | NATURAL PRAIRIE DAIRY FARMS, LLC |
| MIDWEST SEED GENETICS | U.S. | Registered | 75/011,009 | 10/26/199 5 | 2,073,231 | 06/24/1 997 | Remington Seeds, LLC |
|  | U.S. | Registered | 75/011,010 | 10/26/199 5 | 2,073,232 | 06/24/1 997 | Remington Seeds, LLC |

| TRADEMARK | COUNTRY | STATUS | APP. NO. | APP. DATE | REG. NO. | REG. DATE | OWNER |
|---|---------|------------|------------|------------|-----------|------------|----------------------|
|  | U.S. | Registered | 75/939,384 | 03/09/2000 | 2,446,232 | 04/24/2001 | Remington Seeds, LLC |
| CROW'S | U.S. | Registered | 87/182,831 | 09/26/2016 | 5,309,399 | 10/17/2017 | Remington Seeds, LLC |
| NC+ | U.S. | Registered | 87/182,835 | 09/26/2016 | 5,278,013 | 08/29/2017 | Remington Seeds, LLC |
|  <i>precision soya</i> | U.S. | Registered | 85/237,888 | 02/09/2011 | 4,111,060 | 3/13/2012 | Precision Soya, LLC |
| WHERE TECHNOLOGY GROWS | U.S. | Registered | 75/461,818 | 04/03/1998 | 2,354,054 | 05/30/2000 | Precision Soya, LLC |