

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM480141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNOUSE FOODS COOPERATIVE, INC.		06/29/2018	AGRICULTURAL COOPERATIVE ASSOCIATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	COBANK, ACB		
Street Address:	5500 SOUTH QUEBEC STREET		
City:	GREENWOOD VILLAGE		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	FEDERALLY CHARTERED INSTRUMENTALITY: UNITED STATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	3630689	100% AMERICAN GROWN APPLES	
Registration Number:	3631174	100% AMERICAN GROWN APPLES	
Registration Number:	3631175	100% AMERICAN GROWN APPLES	
Registration Number:	2262653	AN A DAY THE KNOUSE FOODS WAY!	
Registration Number:	0608049	APPLE CITY	
Registration Number:	1511998	THE APPLE EXPERTS	
Registration Number:	2087451	APPLE LEAF	
Registration Number:	1394281	APPLE LEAF	
Registration Number:	1605791	APPLE LEAF	
Registration Number:	1420357	APPLE LEAF	
Registration Number:	1420358		
Registration Number:	1623841		
Registration Number:	1718436	APPLE TIME	
Registration Number:	1785701	APPLE TIME	
Registration Number:	0659614	APPLE-LAND	
Registration Number:	0641841	BC	
Registration Number:	0355887	BREAKFAST COCKTAIL	

OP \$1115.00 3630689

Property Type	Number	Word Mark
Registration Number:	2314730	FRUIT 'N SAUCE
Registration Number:	3664874	HEALTHY PICKS
Registration Number:	3180670	KNOUSE FOODS
Registration Number:	2311571	KNOUSE FOODS
Registration Number:	3599311	KNOUSE FOODS
Registration Number:	1444309	
Registration Number:	1439425	LINCOLN
Registration Number:	1480999	LINCOLN
Registration Number:	1238613	LUCKY LEAF
Registration Number:	1294716	LUCKY LEAF
Registration Number:	3332142	LUCKY LEAF
Registration Number:	2609530	MUSSELMAN'S
Registration Number:	1888661	MUSSELMAN'S
Registration Number:	1938524	MUSSELMAN'S
Registration Number:	2609819	MUSSELMAN'S
Registration Number:	4569909	MUSSELMAN'S SQUEEZABLES
Registration Number:	0507122	MUSSELMAN'S
Registration Number:	2609820	MUSSELMAN'S
Registration Number:	1414380	PAK 'N' APPLE
Registration Number:	0610482	PIE TIME
Registration Number:	3664908	SIMPLY CREAMY
Registration Number:	1140058	SPEAS FARM
Registration Number:	2067092	SPEAS TEAM
Registration Number:	2069554	SPEAS TEAM APPROVED
Registration Number:	3664862	TOTALLY FRUIT
Serial Number:	86390353	MUSSELMAN'S SMOOTHIE-MIX
Serial Number:	87865720	MUSSELMAN'S

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: 6127667000

Email: trademark@faegrebd.com

Correspondent Name: David Moon/Sarah House

Address Line 1: 90 South Seventh Street

Address Line 2: 2200 Wells Fargo Center

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	431706.10
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NAME OF SUBMITTER:	Sarah M. House
SIGNATURE:	/Sarah M House/
DATE SIGNED:	06/29/2018
Total Attachments: 6 source=Knouse - Trademark Security Agreement#page1.tif source=Knouse - Trademark Security Agreement#page2.tif source=Knouse - Trademark Security Agreement#page3.tif source=Knouse - Trademark Security Agreement#page4.tif source=Knouse - Trademark Security Agreement#page5.tif source=Knouse - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Agreement is made as of June 29, 2018 by and between KNOUSE FOODS COOPERATIVE, INC., a Pennsylvania agricultural cooperative association (the “**Debtor**”), and COBANK, ACB, a federally chartered instrumentality of the United States, for itself and as administrative agent (in such capacity, the “**Administrative Agent**”) for the Lender Parties, as defined in the Credit Agreement.

The Debtor and the Administrative Agent are parties to: (a) a Credit Agreement dated as of December 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtor, the Lenders from time to time party thereto and the Administrative Agent, pursuant to which the Lenders have agreed to extend credit and make certain financial accommodations to the Debtor as provided therein; and (b) a Security Agreement dated as of April 16, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtor granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all of the Debtor’s personal property.

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 the Credit Agreement or the Security Agreement and not otherwise defined herein shall have the meanings given them in the Credit Agreement or the Security Agreement, as applicable. 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 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 Administrative Agent, for the benefit of the Lender Parties.

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 Administrative Agent with respect to the 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.

5. **Continuing Effect.** This Agreement and the Administrative Agent'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 Lenders have no commitment to make any further advances to the Debtor.

6. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Debtor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.


7. **Execution in Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

8. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO.

Signature pages follow.

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

KNOUSE FOODS COOPERATIVE, INC.

By: 
Name: Craig M. Hinkle
Title: VP – Finance & Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006369 FRAME: 0013

COBANK, ACB

By: Natalya Rivkin
Name: Natalya Rivkin
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006369 FRAME: 0014

TRADEMARKS AND TRADEMARK APPLICATIONS**U.S. Trademark Registrations**

<u>Trademark Registration</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Expiration Date</u>
100% AMERICAN GROWN APPLES logo - circle	3,630,689	02-Jun-2009	02-Jun-2015
100% AMERICAN GROWN APPLES logo - flag - left	3,631,174	02-Jun-2009	02-Jun-2015
100% AMERICAN GROWN APPLES logo - flag - right	3,631,175	02-Jun-2009	02-Jun-2015
AN APPLE A DAY THE KNOUSE FOODS WAY Stylized	2,262,653	20-Jul-1999	20-Jul-2019
APPLE CITY Stylized	608,049	28-Jun-1955	28-Jun-2015
APPLE EXPERTS, THE	1,511,998	08-Nov-1988	08-Nov-2018
APPLE LEAF	2,087,451	12-Aug-1997	12-Aug-2017
APPLE LEAF	1,394,281	20-May-1986	20-May-2016
APPLE LEAF and Design	1,605,791	10-Jul-1990	10-Jul-2020
APPLE LEAF and Design	1,420,357	09-Dec-1986	09-Dec-2016
Apple Leaf Design	1,420,358	09-Dec-1986	09-Dec-2016
Apple Leaf Design	1,623,841	20-Nov-1990	20-Nov-2020
APPLE TIME	1,718,436	22-Sep-1992	22-Sep-2012
APPLE TIME and Design	1,785,701	03-Aug-1993	03-Aug-2013
APPLE-LAND Stylized	659,614	18-Mar-1958	18-Mar-2018
BC	641,841	19-Feb-1957	19-Feb-2017
BREAKFAST COCKTAIL	355,887	05-Apr-1938	05-Apr-2018
FRUIT 'N SAUCE	2,314,730	01-Feb-2000	01-Feb-2020
HEALTHY PICKS	3,664,874	04-Aug-2009	04-Aug-2015
KNOUSE FOODS	3,180,670	05-Dec-2006	05-Dec-2012
KNOUSE FOODS	2,311,571	25-Jan-2000	25-Jan-2020
KNOUSE FOODS logo	3,599,311	31-Mar-2009	31-Mar-2015
Leaf Design	1,444,309	23-Jun-1987	23-Jun-2017
LINCOLN	1,439,425	12-May-1987	12-May-2017
LINCOLN and Design	1,480,999	15-Mar-1988	15-Mar-2018
LUCKY LEAF	1,238,613	17-May-1983	17-May-2013
LUCKY LEAF and Design	1,294,716	11-Sep-1984	11-Sep-2014
LUCKY LEAF Stylized and Design	3,332,142	06-Nov-2007	06-Nov-2013
MUSSELMAN'S	2,609,530	20-Aug-2002	20-Aug-2012
MUSSELMAN'S	1,888,661	11-Apr-1995	11-Apr-2015
MUSSELMAN'S	1,938,524	28-Nov-1995	28-Nov-2015
MUSSELMAN'S and Banner Design	2,609,819	20-Aug-2002	20-Aug-2012
MUSSELMAN'S SQUEEZABLES	4,569,909	15-Jul-2014	15-Jul-2020
MUSSELMAN'S Stylized	507,122	01-Mar-1949	01-Mar-2019
MUSSELMAN'S with Banner and Apples Design	2,609,820	20-Aug-2002	20-Aug-2012

<u>Trademark Registration</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Expiration Date</u>
PAK 'N' APPLE	1,414,380	21-Oct-1986	21-Oct-2016
PIE TIME	610,482	09-Aug-1955	08-Aug-2015
SIMPLY CREAMY	3,664,908	04-Aug-2009	04-Aug-2015
SPEAS FARM	1,140,058	30-Sep-1980	30-Sep-2020
SPEAS TEAM	2,067,092	03-Jun-1997	03-Jun-2017
SPEAS TEAM APPROVED and Design	2,069,554	10-Jun-1997	10-Jun-2017
TOTALLY FRUIT	3,664,862	04-Aug-2009	04-Aug-2015

U.S. Pending Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
MUSSELMAN'S SMOOTHIE-MIX Stylized and Design	86/390,353	10-Sep-2014
MUSSELMAN'S	87/865,720	14-Apr-2018

Foreign Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Jurisdiction</u>	<u>Expiration Date</u>
MUSSELMAN'S	621,051	29-Feb-1996	Australia	24-Jan-2014
LINCOLN	345,357	30-Sep-1988	Canada	30-Sep-2018
MUSSELMAN'S	474,368	09-Apr-1997	Canada	09-Apr-2012
APPLE TIME and Design	475,610	30-Sep-1994	Mexico	01-Apr-2013
APPLE TIME and Design	475,609	30-Sep-1994	Mexico	01-Apr-2013
LINCOLN	472,024	01-Sep-1994	Mexico	01-Jun-2013
LUCKY LEAF	472,025	01-Sep-1994	Mexico	01-Jun-2013
LUCKY LEAF	645,407	18-Aug-1999	Mexico	01-Jun-2013
LUCKY LEAF	506,511	04-Oct-1995	Mexico	01-Jun-2013
MUSSELMAN'S	467,557	22-Jul-1994	Mexico	01-Apr-2013
MUSSELMAN'S	467,558	22-Jul-1994	Mexico	01-Apr-2013
SPEAS FARM	506,514	04-Oct-1995	Mexico	01-Jun-2013

Foreign Pending Trademark Applications

None.