

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM487404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoBank, ACB		08/24/2018	Federally Chartered Instrumentality: UNITED STATES
RECEIVING PARTY DATA			
Name:	NORPAC Foods, Inc.		
Street Address:	3225 25th Street SE		
City:	Salem		
State/Country:	OREGON		
Postal Code:	97302		
Entity Type:	Cooperative Corporation: OREGON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4888664	CHILI SUPREME	
Registration Number:	4656925	SOUP SELECT	
Registration Number:	3693273	SCRATCH RECIPE	
Registration Number:	2363214	MAIN COURSE	
Registration Number:	1527173	SOUP SUPREME	
CORRESPONDENCE DATA			
Fax Number:	4023909005		
<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:	4023909500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta L. Christensen		
Address Line 1:	1125 S 103rd Street		
Address Line 2:	One Pacific Place, Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
NAME OF SUBMITTER:	Roberta L. Christensen		
SIGNATURE:	/rlc/		
DATE SIGNED:	08/24/2018		

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Total Attachments: 4

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RELEASE OF PATENT AND TRADEMARK SECURITY INTERESTS

This RELEASE OF PATENT AND TRADEMARK SECURITY INTERESTS (this “**Release**”), dated as of August 24, 2018, is made by CoBank, ACB, a federally chartered instrumentality of the United States with an office located at 6340 S. Fiddlers Green Circle, Greenwood Village, Colorado 80111 (the “**Administrative Agent**”), in favor of NORPAC Foods, Inc., an Oregon cooperative corporation (the “**Grantor**”).

WHEREAS, Administrative Agent and Grantor are parties to the following: (a) Amended and Restated Intellectual Property Security Agreement, dated as of June 17, 2004, by and between Administrative Agent and Grantor, which was recorded on June 18, 2004 at Reel 2876, Frame 0208 of the U.S. Patent and Trademark Office records, as amended by Second Amendment to Amended and Restated Intellectual Property Security Agreement, dated as of October 30, 2015, by and between Administrative Agent and Grantor, which was recorded on November 2, 2015 at Reel 5658, Frame 0430 of the U.S. Patent and Trademark Office records (so amended, and as otherwise amended, restated, amended and restated, modified or supplemented from time to time prior to the date hereof, the “**Intellectual Property Security Agreement**”); and (b) Patent and Trademark Security Agreement, dated as of November 15, 2017, by and among Administrative Agent, Grantor, Hermiston Foods, LLC and Quincy Foods, LLC, which was recorded on November 16, 2017 at Reel 6206, Frame 0784 of the U.S. Patent and Trademark Office records (as amended, restated, amended and restated, modified or supplemented from time to time prior to the date hereof, the “**Patent and Trademark Security Agreement**”).

WHEREAS, pursuant to the Intellectual Property Security Agreement, Grantor granted Administrative Agent a security interest in certain Collateral (as defined in the Intellectual Property Security Agreement).

WHEREAS, pursuant to the Patent and Trademark Security Agreement, Grantor granted Administrative Agent a security interest in certain Patent and Trademark Collateral (as defined in the Patent and Trademark Security Agreement).

WHEREAS, Administrative Agent and Grantor desire that Administrative Agent terminate and release Administrative Agent’s security interests in all of Grantor’s right, title and interest in and to all patents and patent applications identified on Schedule A (the “**Specified Patent Collateral**”) and all trademark registrations and trademark applications identified on Schedule B (the “**Specified Trademark Collateral**”); together with the Specified Patent Collateral, collectively, the “**Released Intellectual Property Collateral**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent agrees as follows:

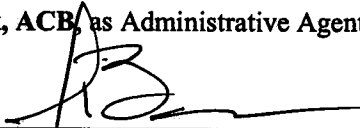
1. Administrative Agent hereby, without any recourse, representation or warranty of any kind or nature, express or implied, (a) terminates, releases, relinquishes and discharges fully Administrative Agent’s security interests in all right, title and interest of Grantor in and to all of the Released Intellectual Property Collateral and (b) reassigns and transfers any right, title and interest that Administrative Agent may have in and to any of the Released Intellectual Property Collateral to Grantor. Nothing herein constitutes a release or satisfaction of any indebtedness owing by Grantor or any of its affiliates or a release of the Administrative Agent’s security interest in or assignment to any Collateral,

Patent and Trademark Collateral or any other assets other than the Released Intellectual Property Collateral expressly identified on Schedule A or Schedule B hereto.

2. Administrative Agent hereby authorizes Grantor (or any applicable assignee thereof), or Grantor's (or such assignee's) authorized representative, to record this Release with the U.S. Patent and Trademark Office. Administrative Agent agrees to execute all documents and take all actions reasonably requested by Grantor (at the sole cost and expense of Grantor) to fully effectuate and evidence the termination, release, relinquishment, discharge, reassignment and transfer set forth in Section 1 of this Release.

3. The use of "or" will not be deemed to be exclusive. If any provision of this Release is, for any reason, held to be invalid or unenforceable, the other provisions of this Release will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of Colorado, without regard to conflicts of laws principles.

CoBank, ACB, as Administrative Agent

By: 
Name: Justin Barr
Title: Vice President

Signature Page to Release of Patent and Trademark Security Interests

TRADEMARK
REEL: 006431 FRAME: 0968

Schedule A

SPECIFIED PATENTS COLLATERAL

None.

Schedule A

Schedule B

SPECIFIED TRADEMARK COLLATERAL

UNITED STATES ISSUED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date	Registration No.	Registration Date
CHILI SUPREME	86/630949	5/15/2015	4888664	1/19/2016
SOUP SELECT	85/889817	3/28/2013	4656925	12/16/2014
SCRATCH RECIPE	77/327167	11/12/2007	3693273	10/6/2009
MAIN COURSE	75/558469	9/14/1998	2363214	6/27/2000
SOUP SUPREME	73/726978	5/9/1988	1527173	2/28/1989

UNITED STATES - STATE

None.

FOREIGN ISSUED TRADEMARKS AND TRADEMARK APPLICATIONS

None.

Schedule B

US.119449776.05

RECORDED: 08/24/2018

**TRADEMARK
REEL: 006431 FRAME: 0970**