

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riceland Foods, Inc.		12/21/2018	Corporation: ARKANSAS
RECEIVING PARTY DATA			
Name:	CoBank, ACB, as Administrative Agent		
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: 7			
Property Type	Number	Word Mark	
Serial Number:	87778415	BG BACKGATE PRODUCTS	
Registration Number:	5508644	RICELAND MOBILE CAFÉ FAMILY FARMER OWNED	
Registration Number:	5167658	RICE FIRST	
Registration Number:	5087490	RITO	
Registration Number:	4968803	JADE ELEPHANT	
Registration Number:	2477755	RIVLAND	
Registration Number:	1604874	RIVLAND	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	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:	12/21/2018		

OP \$190.00 87778415

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

December 21, 2018

WHEREAS, RICELAND FOODS, INC., an Arkansas cooperative association (the “**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has entered into a Credit Agreement dated as of December 21, 2018, with the financial institutions named therein (in such capacity, the “**Lenders**”) and CoBank, ACB, a federally chartered instrumentality of the United States, as administrative agent for such Lenders (in such capacity, the “**Secured Party**”) (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 27, 2011 (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the Secured Party and the other grantors named therein, the Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Secured Party pursuant to the Security Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule 1 annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule 1 annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when the Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary;

provided, that notwithstanding any other provision set forth herein, all Excluded Property shall be excluded from “Trademark Collateral” and excluded from all Liens granted or purported to be granted or otherwise incurred hereunder, under the Security Agreement and under all other Loan Documents.

This agreement, 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 New York, without regard to conflicts of laws principles that would require application of another law.

The Granter does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

RICELAND FOODS, INC.

By: Sandra Morgan
Name: Sandra Morgan
Title: VP & CFO

Signature Page to Grant of Trademark Security Interest

**TRADEMARK
REEL: 006508 FRAME: 0068**

**SCHEDULE 1
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Owner	Trademark Description	Registration / Appl. Number	Registration / Appl. Date
Riceland Foods, Inc.	BG BACKGATE PRODUCTS	87778415	January 31, 2018
Riceland Foods, Inc.	RICELAND MOBILE CAFÉ FAMILY FARMER OWNED	5508644	July 3, 2018
Riceland Foods, Inc.	RICE FIRST	5167658	March 21, 2017
Riceland Foods, Inc.	RITO	5087490	November 22, 2016
Riceland Foods, Inc.	JADE ELEPHANT	4968803	May 31, 2016
Riceland Foods, Inc.	RIVLAND	2477755	August 14, 2001
Riceland Foods, Inc.	RIVLAND	1604874	July 3, 1990