

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upstate Niagara Cooperative, Inc.		11/27/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CoBank, ACB		
Street Address:	6340 S. Fiddlers Green Circle		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Federally Chartered Corporation: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4755940	MILK IS OUR LIFE'S WORK.	
Registration Number:	4296319	WELCOME BACK TO THE FARM	
Registration Number:	4124975	UPSTATE FARMS	
Registration Number:	3879795	FRESH FROM LOCAL FARMERS WHO CARE	
Registration Number:	3879796	UPSTATE FARMS	
Registration Number:	2919841	UPSTATE FARMS GENERATIONS OF QUALITY	
Registration Number:	2885150	UPSTATE FARMS	
Registration Number:	2724303	INTENSE CHOCOLATE MILK	
Registration Number:	3803832	INTENSE	
Registration Number:	2255931	TASTE UPSTATE FRESHNESS	
Registration Number:	2218033	GENERATIONS OF QUALITY	
Registration Number:	2170054	MILK FOR LIFE	
Registration Number:	2179078	UPSTATE FARMS GENERATIONS OF QUALITY	
Registration Number:	2201795		
Registration Number:	2108530	UPSTATE FARMS	
Registration Number:	2540777	BISON DELICIOUS MEALS IN MINUTES SINCE 1	
Registration Number:	2233030	MODERN DAIRY	
Registration Number:	2019763	BISON	
Registration Number:	1708446	BISON	
TRADEMARK			

CH \$615.00 4755940

Property Type	Number	Word Mark
Registration Number:	1710222	UPSTATE FARMS
Serial Number:	88336655	VIRTÙ UPSTATE FARMS FRESHER MILK MAKES B
Serial Number:	88005925	VIRTÙ BY UPSTATE FARMS
Serial Number:	88331866	FRESHER MILK MAKES BETTER CHEESE.
Serial Number:	88331843	FRESHER MILK. BETTER CHEESE.

CORRESPONDENCE DATA

Fax Number: 8669471121

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: 5852631000

Email: nytm@nixonpeabody.com

Correspondent Name: Kristen Mollnow Walsh, Nixon Peabody LLP

Address Line 1: 1300 Clinton Square

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	54348-23
NAME OF SUBMITTER:	Kristen Mollnow Walsh
SIGNATURE:	/kristenmollnowwalsh/
DATE SIGNED:	11/27/2019

Total Attachments: 7

source=EXECUTED CoBank UNC - Confirmatory Grant in Trademarks (UNC)#page1.tif
source=EXECUTED CoBank UNC - Confirmatory Grant in Trademarks (UNC)#page2.tif
source=EXECUTED CoBank UNC - Confirmatory Grant in Trademarks (UNC)#page3.tif
source=EXECUTED CoBank UNC - Confirmatory Grant in Trademarks (UNC)#page4.tif
source=EXECUTED CoBank UNC - Confirmatory Grant in Trademarks (UNC)#page5.tif
source=EXECUTED CoBank UNC - Confirmatory Grant in Trademarks (UNC)#page6.tif
source=EXECUTED CoBank UNC - Confirmatory Grant in Trademarks (UNC)#page7.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of November 27, 2019 by and from UPSTATE NIAGARA COOPERATIVE, INC., a New York cooperative corporation ("Grantor") to and in favor of COBANK, ACB, for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Upstate Niagara Cooperative, Inc., a New York cooperative corporation ("Borrower"), certain Subsidiaries of Borrower, the Lenders and Grantee have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of Borrower have guaranteed the repayment of the Secured Obligations pursuant to the Credit Agreement.

WHEREAS, Borrower and certain Subsidiaries of Borrower have entered into an Amended and Restated Pledge and Security Agreement dated as of the date hereof (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

(a) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

(b) The Security Interest.

(i) This Confirmatory Grant is made to secure the satisfactory performance and payment of (A) all the Secured Obligations and (B) all of the obligations and liabilities of the guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Administrative Agent all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(ii) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

(c) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(d) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

GRANTOR:

UPSTATE NIAGARA COOPERATIVE, INC.

By: 

Name: Michael R. Patterson


Title: Chief Financial Officer


CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS




Exhibit A – SCHEDULE OF TRADEMARKS

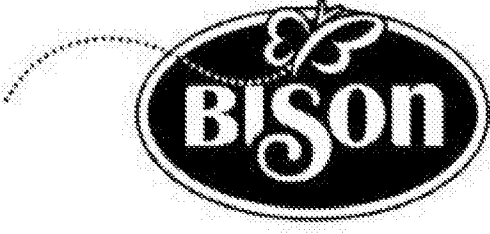
UNITED STATES TRADEMARKS:

Registrations:

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
Upstate Niagara Cooperative, Inc.	88336655		VIRTÙ UPSTATE FARMS FRESHER MILK MAKES BETTER CHEESE (and Design): 
Upstate Niagara Cooperative, Inc.	88005925		VIRTÙ BY UPSTATE FARMS
Upstate Niagara Cooperative, Inc.	88331866		FRESHER MILK MAKES BETTER CHEESE.
Upstate Niagara Cooperative, Inc.	88331843		FRESHER MILK. BETTER CHEESE.
Upstate Niagara Cooperative, Inc.	86438699	4755940	MILK IS OUR LIFE'S WORK.
Upstate Niagara Cooperative, Inc.	85463277	4296319	WELCOME BACK TO THE FARM

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
Upstate Niagara Cooperative, Inc.	85374867	4124975	UPSTATE FARMS (and Design): 
Upstate Niagara Cooperative, Inc.	85012447	3879795	FRESH FROM LOCAL FARMERS WHO CARE
Upstate Niagara Cooperative, Inc.	85012449	3879796	UPSTATE FARMS
Upstate Niagara Cooperative, Inc.	78193013	2919841	UPSTATE FARMS GENERATIONS OF QUALITY (and Design); 
Upstate Niagara Cooperative, Inc.	78192542	2885150	UPSTATE FARMS
Upstate Niagara Cooperative, Inc.	78144379	2724303	INTENSE CHOCOLATE MILK
Upstate Niagara Cooperative, Inc.	77527233	3803832	INTENSE
Upstate Niagara Cooperative, Inc.	75294480	2255931	TASTE UPSTATE FRESHNESS

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
Upstate Niagara Cooperative, Inc.	75039122	2218033	GENERATIONS OF QUALITY
Upstate Niagara Cooperative, Inc.	75094803	2170054	MILK FOR LIFE
Upstate Niagara Cooperative, Inc.	75112975	2179078	UPSTATE FARMS GENERATIONS OF QUALITY (and Design): 
Upstate Niagara Cooperative, Inc.	75113740	2201795	Design: 
Upstate Niagara Cooperative, Inc.	75114729	2108530	UPSTATE FARMS
Upstate Niagara Cooperative, Inc.	75450498	2540777	BISON DELICIOUS MEALS IN MINUTES SINCE 1931 (and Design): 

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
Upstate Niagara Cooperative, Inc.	75406330	2233030	MODERN DAIRY
Upstate Niagara Cooperative, Inc.	74619191	2019763	BISON (and Design); 
Upstate Niagara Cooperative, Inc.	74176752	1708446	BISON
Upstate Niagara Cooperative, Inc.	74177118	1710222	UPSTATE FARMS