

900524988 11/27/2019

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM551132

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Valley Farms Dairy, LLC		11/27/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CoBank, ACB		
<b>Street Address:</b>	6340 S. Fiddlers Green Circle		
<b>City:</b>	Greenwood Village		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80111		
<b>Entity Type:</b>	Federally Chartered Corporation: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5083759	VALLEY FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>			
<b>Phone:</b>	5852631000		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen Mollnow Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	54348-23		
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh		
<b>SIGNATURE:</b>	/kristenmollnowwalsh/		
<b>DATE SIGNED:</b>	11/27/2019		
<b>Total Attachments: 4</b>			
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Limited Liability Company: NEW YORK

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**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 VALLEY FARMS DAIRY, LLC, a New York limited liability company ("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.

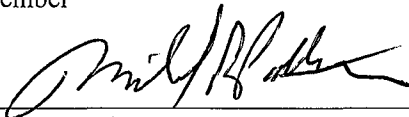
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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

GRANTOR:

VALLEY FARMS DAIRY, LLC

By: UPSTATE NIAGARA COOPERATIVE, INC., its  
sole member

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
Valley Farms Dairy, LLC	86903032	5083759	VALLEY FARMS (Stylized): 