OP \$40.00 88873480

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM606015

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PureField Ingredients LLC			Limited Liability Company: DELAWARE

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: 1

Property Type	Number	Word Mark
Serial Number:	88873480	GRO-TEIN

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: 612-766-6911

Email: SUSAN.CARLSON@FAEGREDRINKER.COM

Correspondent Name:Susan Carlson, Faegre Drinker BiddleAddress Line 1:90 SOUTH 7TH STREET SUITE 2200Address Line 4:MINNEAPOLIS, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson	
SIGNATURE:	/e/ Susan Carlson	
DATE SIGNED:	10/30/2020	

Total Attachments: 5

source=PureField Ingredients - Trademark Security Agreement Executed#page1.tif source=PureField Ingredients - Trademark Security Agreement Executed#page2.tif source=PureField Ingredients - Trademark Security Agreement Executed#page3.tif source=PureField Ingredients - Trademark Security Agreement Executed#page4.tif source=PureField Ingredients - Trademark Security Agreement Executed#page5.tif

TRADEMARK REEL: 007091 FRAME: 0789

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is entered into as of October 30, 2020, by and between PureField Ingredients LLC, a Delaware limited liability company ("Borrower"), and CoBank, ACB, a federally chartered instrumentality of the United States, in its capacity as administrative agent for the Lenders under the Credit Agreement described below (in such capacity, "Agent").

RECITALS

- A. Borrower and Agent are parties to a Credit Agreement dated as of April 1, 2019 by and among Borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and Agent (as amended by an Omnibus Amendment to Loan Documents dated as of July 12, 2019, as further amended by a Second Amendment to Credit Agreement of even date herewith (the "Second Amendment"), and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), setting forth the terms on which Agent and the lenders party thereto may now or hereafter extend credit to or for the account of Borrower.
- B. As a condition to the Second Amendment, Agent has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions**. All terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Trademarks" means all of Borrower's right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including without limitation (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A attached hereto, (b) all renewals of any of the foregoing, (c) all income, royalties, damages and payments now and hereafter due or payable under any of the foregoing or with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions of any of the foregoing, (e) the goodwill of Borrower's business symbolized by any of the foregoing or connected therewith, and (f) all of Borrower's rights corresponding thereto throughout the world.

- 2. **Security Interest**. Borrower hereby irrevocably pledges and assigns to, and grants Agent, a security interest (the "**Security Interest**") with power of sale to the extent permitted by law, in the Trademarks to secure the Secured Obligations. As set forth in the Credit Agreement and certain other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower, and this Agreement supplements but does not limit any other Loan Document. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.
- 3. **General Rights and Obligations**. Except as expressly set forth herein, the rights and obligations of Borrower and Agent with respect to the Trademarks shall in all respects be governed by the

TRADEMARK REEL: 007091 FRAME: 0790 Credit Agreement and the other Loan Documents, the terms of which are incorporated as fully as if set forth at length herein.

Signature Page Follows.

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

PUREFIELD INGREDIENTS LLC

Address:

PureField Ingredients LLC 1030 E. 15th Street Russell, Kansas 67665

COBANK, ACB, as Agent

Kathun Y Irahn Kathnyn Jufrahm Vice President Name: Its:

Address:

CoBank, ACB

6340 S. Fiddlers Green Circle Greenwood Village, CO 80111 Attn: Credit Information Services

Fax: (303) 224-6101

Email: CIServices@cobank.com

Signature Page to Trademark Security Agreement

EXHIBIT A

TRADEMARKS

Domestic Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Current Owner
GRO-TEIN	88873480	4/15/2020	N/A	N/A	PureField Ingredients LLC

A-1

US.129136925.04

RECORDED: 10/30/2020

TRADEMARK REEL: 007091 FRAME: 0794