

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Minn-Dak Farmers Cooperative		11/05/2020	Corporation: NORTH DAKOTA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	5492843	OSE	
Registration Number:	5492842	CROPSURGE	
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@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 South 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	11/05/2020		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of November 5, 2020 by and between Minn-Dak Farmers Cooperative, a cooperative association organized under the laws of North Dakota (the “**Debtor**”), and CoBank, ACB, a federally chartered instrumentality of the United States (in its capacity as administrative agent, the “**Administrative Agent**”).

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtor, the lenders from time to time party thereto and the Administrative Agent, the Lenders (as defined in the Credit Agreement) have agreed to make advances and grant certain other financial accommodations to the Debtor.

As a condition to making credit accommodations under the Credit Agreement, the Administrative Agent and the other Secured Parties (as defined in the Credit Agreement) required the execution and delivery by the Debtor of a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in substantially all of the Debtor’s personal property.

Pursuant to the Security Agreement, the Debtor has been requested to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Secured Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Administrative Agent for the benefit of the Secured Parties.

3. Representations and Warranties.

The Debtor represents and warrants that the Debtor owns each of the Specified Patents and Specified Trademarks, free and clear of any Lien other than Permitted Liens.


4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtor and the Administrative Agent, for the benefit of the Secured Parties, with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

Signature pages follow.

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

MINN-DAK FARMERS COOPERATIVE

By: 
Name: Richard Kasper
Title: Chief Financial Officer and Executive Vice
President

Signature Page to Patent and Trademark Security Agreement

COBANK, ACB, as administrative agent

By 

Name: Natasa Richin

Title: Vice President

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 007097 FRAME: 0255

PATENTS AND PATENT APPLICATIONS**U.S. Patents Issued:**

Title	Registration / Application No.	Registration /Application Date	Owner
Process for extraction of saponins from agricultural products	10167307	1/1/2019	Minn-Dak Farmers Cooperative
Field Application of Sugars to Increase Crop Yield	15/063,042	3/7/2016	Minn-Dak Farmers Cooperative
Field Application of Sugars to Increase Crop Yield	15/175,853	6/7/2016	Minn-Dak Farmers Cooperative
Beet Saponin As A Molluscicide or Fungicide	62/900,099	9/13/2019	Minn-Dak Farmers Cooperative
Methods and Compositions for Treatment of Citrus Greening	15/883,767	1/30/2018	Minn-Dak Farmers Cooperative
Aphid Intervention Through the use of Sucrose	62/544,359	8/11/2017	Minn-Dak Farmers Cooperative

Foreign Patents Issued:

None.

Licensed Intellectual Property:

None.

Known Infringements:

None.

TRADEMARKS AND TRADEMARK APPLICATIONS

United States – Federal

Mark	Application No.	Application Date	Registration No.	Registration Date	Current Owner/ Applicant
OSE	87141357	8/17/2016	5492843	6/12/2018	Minn-Dak Farmers Cooperative
CROPSURGE	87141347	8/17/2016	5492842	6/12/2018	Minn-Dak Farmers Cooperative

United States – State

None.

Foreign

None.