

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aurora Cooperative Elevator Company		05/25/2021	Corporation: NEBRASKA
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: 11			
Property Type	Number	Word Mark	
Registration Number:	4491211	AURORA FOLIAR-43	
Registration Number:	5531727	A E-P WER	
Registration Number:	5633944	A	
Registration Number:	5762401	A	
Registration Number:	5957487	PRAIRIE VALLEY	
Registration Number:	6019331	AURORA COOPERATIVE	
Registration Number:	4327164	A-STOP 24	
Registration Number:	4491212	PHOS-SURE	
Registration Number:	4491210	ETA	
Registration Number:	3158207	A	
Registration Number:	6129640	AURORA COOPERATIVE	
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:	6127666911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 SOUTH 7TH STREET SUITE 2200		

OP \$290.00 4491211

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Susan Carlson

SIGNATURE: /e/ Susan Carlson

DATE SIGNED: 06/14/2021

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of May 25, 2021 by and between Aurora Cooperative Elevator Company, a Nebraska cooperative corporation (the “**Borrower**”), and CoBank, ACB, a federally chartered instrumentality of the United States, for itself and as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, as defined in the Credit Agreement described below.

Pursuant to the Credit Agreement dated February 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, and pursuant to the Security Agreement dated February 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), the Borrower has granted the Administrative Agent, on behalf of the Secured Parties, a security interest in substantially all of the Borrower’s personal property.

The Administrative Agent and the Lenders have required the execution and delivery of this Agreement to further evidence, as to certain Collateral, the security interest granted under the Security Agreement.

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 the Credit Agreement or the Security Agreement and not otherwise defined herein shall have the meanings given them in the Credit Agreement or the Security Agreement, respectively. 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 Borrower 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;

provided, however, “Patent and Trademark Collateral” shall not include any Excluded Property. “Excluded Property” has the meaning set forth in the Credit Agreement and includes (a) any permit, license, agreement or other asset (i) that, by its terms or by the terms of any agreement governing such asset, prohibits or requires the consent of any Person other than the Borrower and its Affiliates which has not been obtained as a condition to the creation by the applicable Loan Party of a Lien on any right, title or interest therein, or (ii) to the extent that any applicable Law prohibits the creation of a Lien thereon, but only, with respect to the prohibition in clauses (i) and (ii), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable

or otherwise deemed ineffective by the UCC or any other applicable Law, (b) Permitted Commodity Repurchase Agreement Property, (c) those assets as to which the Administrative Agent determines in its sole discretion that the burdens or other adverse consequences of obtaining such security interest are excessive in relation to the value of the security to be afforded thereby, and (d) intent-to-use” trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor’s right, title or interest therein or in any trademark issued as a result of such application under applicable law; provided, however, “Excluded Property” shall not include any proceeds, products, substitutions or replacements of Excluded Property except to the extent that such proceeds, products, substitutions or replacements otherwise constitute Excluded Property.

“**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 Borrower 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.

3. Representations and Warranties.

The Borrower represents and warrants that it owns each of the Specified Patents and Specified Trademarks, free and clear of any lien other than liens permitted under the Loan Documents.

4. General Rights and Obligations.

The rights and obligations of the Borrower and the Administrative Agent, 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.


5. Continuing Effect.

This Agreement and the Administrative Agent’s security interest in the Patent and Trademark Collateral shall continue in full force and effect until all of the Secured Obligations have been satisfied in full (other than inchoate contingent Secured Obligations for which no demand has been made) and the Lenders have no commitment to make any further advances to the Borrower. This Agreement is in addition to (and does not replace or otherwise modify) any other Patent and Trademark Security Agreement or other security instrument or agreement delivered by the Borrower or any other Loan Party to the Administrative Agent.

Signature pages follow.

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

**AURORA COOPERATIVE ELEVATOR
COMPANY, as Borrower**

By 
Name: Carl Smith
Title: CFO

COBANK, ACB, as Administrative Agent

By: *Matthew J. Leahy*
Name: *Matthew J. Leahy*
Title: *Vice President*

Signature Page to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS; FOREIGN PATENT APPLICATIONS

None.


Schedule B

TRADEMARKS AND TRADEMARK APPLICATIONS

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

Country	Trademark Registration No.	Registration Date	Trademark Name	Serial No.	Filing Date	Owner
USA	4491211	March 4, 2014	AURORA FOLIAR-43	86023935	July 30, 2013	Aurora Cooperative Elevator Company
USA	5531727	July 31, 2018	A E-POWER and Design 	87588173	August 29, 2017	Aurora Cooperative Elevator Company
USA	5633944	December 18, 2018	A and Design 	87588162	August 29, 2017	Aurora Cooperative Elevator Company
USA	5762401	May 28, 2019	A and Design 	88153254	October 12, 2018	Aurora Cooperative Elevator Company
USA	5957487	January 7, 2020	PRAIRIE VALLEY	88293935	February 8, 2019	Aurora Cooperative Elevator Company
USA	6019331	March 24, 2020	AURORA COOPERATIVE	87588169	August 29, 2017	Aurora Cooperative Elevator Company
USA	4327164	April 30, 2013	A-STOP 24	85638756	May 30, 2012	Aurora Cooperative Elevator Company
USA	4491212	March 4, 2014	PHOS-SURE	86023936	July 30, 2013	Aurora Cooperative

Schedule B to Patent and Trademark Security Agreement

Country	Trademark Registration No.	Registration Date	Trademark Name	Serial No.	Filing Date	Owner
						Elevator Company
USA	4491210	March 4, 2014	ETA	86023933	July 30, 2013	Aurora Cooperative Elevator Company
USA	3158207	October 17, 2006	A and Design 	78755840	November 17, 2005	Aurora Cooperative Elevator Company
USA	6129640	August 18, 2020	AURORA COOPERATIVE	88778689	January 30, 2020	Aurora Cooperative Elevator Company

REGISTRATIONS

None.

APPLICATIONS; COLLECTIVE MEMBERSHIP MARKS; SUPPLEMENTAL REGISTERED MARKS; UNREGISTERED MARKS MATERIAL TO BUSINESS

None.

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS; FOREIGN APPLICATIONS FOR TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

None.

Schedule B to Patent and Trademark Security Agreement

US.132791286.05

RECORDED: 06/14/2021

**TRADEMARK
REEL: 007326 FRAME: 0009**