

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riceland Foods, Inc.		10/07/2022	Corporation: ARKANSAS
RECEIVING PARTY DATA			
Name:	CoBank, ACB		
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: 8			
Property Type	Number	Word Mark	
Serial Number:	90425535	INGRAIN GOOD	
Serial Number:	90425524	INGRAIN GOOD	
Registration Number:	6279239	UNITED WE GROW	
Registration Number:	6025782	UNITED WE GROW	
Registration Number:	6694548	UNITED WE GROW	
Registration Number:	5600291	BEST RICE	
Registration Number:	5978768	BACK GATE	
Registration Number:	5507521	RICELAND	
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 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		

OP \$215.00 90425535

DATE SIGNED:	10/07/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Agreement is made as of October 7, 2022 by and between RICELAND FOODS, INC., an Arkansas cooperative association (the “Debtor”), and COBANK, ACB, a federally chartered instrumentality of the United States (the “Secured Party”).

Pursuant to a Credit Agreement dated as of October 7, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and between the Debtor and the Secured Party, the Secured Party has 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 Secured Party required the execution and delivery by the Debtor and the other parties thereto of a Security Agreement dated as of July 27, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Debtor granted the Secured Party a security interest in substantially all of their personal property.

Pursuant to the Security Agreement, the Debtor has been requested to execute and deliver this Agreement to the Secured Party.

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:

“Specified Trademark” means each of the Trademarks listed on Schedule A, 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.

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

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

2. Grant of Security Interest.

In order to secure the 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 grant and

create) a security interest in the Trademark Collateral (excluding, for the avoidance of doubt, any Excluded Collateral) to the Secured Party.

3. Representations and Warranties.

The Debtor represents and warrants that it owns each of the Specified Trademarks, free and clear of any Lien other than Permitted Liens (as each term is defined in the Credit Agreement).

4. General Rights and Obligations.

The rights and obligations of the Debtor and the Secured Party with respect to the Trademark Collateral shall in all respects be governed by the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

5. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York (other than its conflicts of laws rules).

6. Miscellaneous.

This Agreement is in addition to (and does not replace or otherwise modify) any other Trademark Security Agreement delivered by the Debtor to the Secured Party.

Signature pages follow.

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

RICELAND FOODS, INC.

By: *Sandra Morgan*
Name: *Sandra Morgan*
Title: *V.P. & COO*

Signature Page to Trademark Security Agreement

COBANK, ACB

By James J. Frankle
Name: James J. Frankle
Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007861 FRAME: 0815

TRADEMARKS AND TRADEMARK APPLICATIONS**United States – Federal**

Description	Owner	Application Number	Application Date	Registration Number	Registration Date
ingrain good	Riceland Foods, Inc.	90425535	12/29/2020		
INGRAIN GOOD	Riceland Foods, Inc.	90425524	12/29/2020		
UNITED WE GROW	Riceland Foods, Inc.	88980219	11/27/2018	6279239	2/23/2021
UNITED WE GROW	Riceland Foods, Inc.	88976867	11/27/2018	6025782	3/31/2020
UNITED WE GROW	Riceland Foods, Inc.	88206621	11/27/2018	6694548	4/5/2022
BEST RICE	Riceland Foods, Inc.	87833932	3/14/2018	5600291	11/6/2018
BACK GATE	Riceland Foods, Inc.	87778419	1/31/2018	5978768	2/4/2020
RICELAND	Riceland Foods, Inc.	87691307	11/20/2017	5507521	7/3/2018

United States – State

None.

Foreign

None.