

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Star of the West Milling Company		08/16/2023	Corporation: MICHIGAN
Everbest Organics, Inc.		08/16/2023	Corporation: MICHIGAN
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: 2			
Property Type	Number	Word Mark	
Registration Number:	4917985	STAR OF THE WEST MILLING CO.	
Registration Number:	5574993	EVERBEST	
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		
DATE SIGNED:	08/16/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Agreement is made as of August 16, 2023 by and among STAR OF THE WEST MILLING COMPANY, a Michigan corporation (“**Star of the West**”), EVERBEST ORGANICS, INC., a Michigan corporation (“**Everbest**” and, together with Star of the West, the “**Debtors**”), and COBANK, ACB, a federally chartered instrumentality of the United States, as administrative agent (in such capacity, the “**Secured Party**”) for the Lender Parties, as defined in the Credit Agreement described below.

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 Debtors as borrowers, the other borrowers from time to time party thereto (together with the Debtors, the “**Borrowers**”), the guarantors from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Secured Party, the Lenders have agreed to make advances and grant certain other financial accommodations to the Borrowers.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtors 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 each Debtor granted the Secured Party a security interest in substantially all of its personal property.

Pursuant to the Security Agreement, each 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:

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

“**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.

2. Grant of Security Interest.

In order to secure the Obligations, each 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 Trademark Collateral.

3. Representations and Warranties.

Each Debtor represents and warrants that the Debtors own each of the 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 Debtors and the Secured Party with respect to the 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.

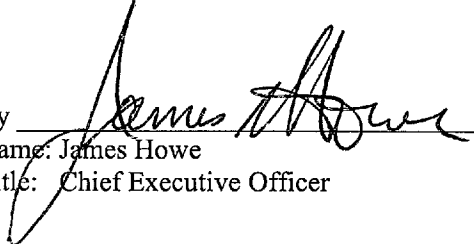
5. Continuing Effect and Supplement.

This Agreement is in addition to (and does not replace or otherwise modify) any other trademark security agreement or other security instrument or agreement delivered by the Debtors or any other Loan Party (as defined in the Credit Agreement) to the Secured Party.


Signature pages follow.

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

**STAR OF THE WEST MILLING COMPANY
EVERBEST ORGANICS, INC.**

By 
Name: James Howe
Title: Chief Executive Officer

COBANK, ACB

By 
Name: Kelli Cholas
Title: Assistant Corporate Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008169 FRAME: 0607

TRADEMARKS AND TRADEMARK APPLICATIONS

United States Registrations – Federal

Mark	Registration No.	Registration Date	Current Owner/ Applicant
Star of the West Milling Co.	4917985	3/15/2016	Star of the West Milling Company
EVERBEST	5574993	10/2/2018	Everbest Organics, Inc.

United States Applications – Federal

None

United States – State

None

Foreign

None