

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
Penford Products Co.	10/05/2006

RECEIVING PARTY DATA	
Name:	Harris N.A., as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	4786530
Patent Number:	5003022
Patent Number:	5130395
Patent Number:	5130394
Patent Number:	5416181
Patent Number:	5525414
Patent Number:	5527544
Patent Number:	5565509
Patent Number:	5667885
Patent Number:	5707720
Application Number:	60834312

CORRESPONDENCE DATA	
Fax Number:	(312)803-5299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 845-3430

CH \$440.00 4786530

Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1575000

NAME OF SUBMITTER:

Richard Kalwa

Total Attachments: 5

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PATENT COLLATERAL AGREEMENT

This 5th day of October, 2006, PENFORD PRODUCTS CO., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 7094 South Revere Parkway, Centennial, Colorado 80112 Attn: Chief Financial Officer, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association, as administrative agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 Attn: Food Group, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Second Amended and Restated Security Agreement bearing even date herewith by and among Debtor, Secured Party and the other parties thereto (the Amended and Restated Security Agreement, as the same may be amended, modified or restated from time to time, hereinafter referred to as the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

PENFORD PRODUCTS CO.

By S. Cordier
Name S. Cordier
Title Vice President

HARRIS N.A., as Administrative Agent

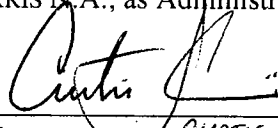
By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

PENFORD PRODUCTS CO.

By _____
Name _____
Title _____

HARRIS N.A., as Administrative Agent

By  _____
Name CURTIS FLAMMINI
Title VICE PRESIDENT

SCHEDULE A-1
TO PATENT COLLATERAL AGREEMENT
PENFORD PRODUCTS CO. PATENTS

COUNTRY	PATENT/ APP NO.	TITLE	SUBJECT MATTER	SIGNIFICANCE TO BUSINESS	EXP. DATE
U.S. 27295/8268	Pat. No. 4,786,530	Finishing Size Composition and Method for Making and Using Same			Aug. 25, 2007
U.S. 27295/9247	Pat. No. 5,003,022	Starch Graft Polymers			Feb. 10, 2009
U.S. (27295/30070)	Pat. No. 5,130,395	Salt Stable Starch Graft Polymers			Mar. 26, 2008
U.S. (27295/30114)	Pat. No. 5,130,394	Salt Stable Starch Graft Polymers			Mar. 26, 2008
U.S. (27295/30664)	Pat. No. 5,416,181	Reinforced Films Made from Water Soluble Polymers			Mar. 26, 2008
U.S. (27295/31633)	Pat. No. 5,525,414	Methods and Materials for Coating Synthetic Textile Compositions			Feb. 03, 2014
U.S. (27295/32548)	Pat. No. 5,527,544	Reinforced Films Made from Water Soluble Polymers			Jun. 18, 2013
U.S. (27295/32716)	Pat. No. 5,565,509	Reinforced Films Made from Water Soluble Polymers			Oct. 15, 2013
U.S. (27295/33303)	Pat. No. 5,667,885	Reinforced Films Made from Water Soluble Polymers			Feb. 10, 2009
U.S. (27295/33686)	Pat. No. 5,707,720	Methods and Materials Made for Coating Textile Compositions			Feb. 24, 2013
U.S. (28054/42180)	Prov Appl. No. 60/834,312	High Amylose Dog Chew Formulation	APPL'N NOT ASSIGNED YET		Filed 7/28/06

**SCHEDULE A-2
TO PATENT COLLATERAL AGREEMENT**

PATENT LICENSES