Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date	
Penford Corporation	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: 5

Property Type	Number
Patent Number:	6040379
Patent Number:	6165321
Patent Number:	6290814
Application Number:	09516794
Patent Number:	6593414

CORRESPONDENCE DATA

Fax Number: (312)803-5299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 845-3430 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

> **PATENT REEL: 018385 FRAME: 0353**

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NAME OF SUBMITTER:	Richard Kalwa
Total Attachments: 5 source=2128446#page1.tif source=2128446#page2.tif source=2128446#page3.tif source=2128446#page4.tif source=2128446#page5.tif	

PATENT REEL: 018385 FRAME: 0354

PATENT COLLATERAL AGREEMENT

This 5th day of October, 2006, PENFORD CORPORATION, a Washington 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 Second 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.

2122961.01.01.B.doc 1575000 IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

PENFORD CORPORATION
By Stading Name So Corduin
Name So Cordier Title Chief Financi O Officer
HARRIS N.A., as Administrative Agent
Ву
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 CORPORATION
Ву
Name
Title
HARRIS N.A., as Administrative Agent
By Crutis
Name CURTIS FLAMMINI Title UICE PRESIDENT
Title ULCE PRESIDENT

SCHEDULE A-1 TO PATENT COLLATERAL AGREEMENT PENFORD CORPORATION PATENTS

	PATENT/			SIGNIFICANCE TO	
Countr		TITLE	SUBJECT MATTER	BUSINESS	EXP. DATE
U.S. (27295/341	Pat. No. 17) 6,040,379	Starch Copolymer Products and Process			Aug. 13, 2018
U.S. (27295/356	Pat. No. 6,165,321	Method of Sizing Substrates			Apr. 27, 2019
U.S. (27295/361	Pat. No. 77) 6,290,814	Paper Coating Composition Comprising Gellan Gum/Starch Blend			Mar. 29, 2020
U.S. (27295/361	App. No,. 81) 09/516,794	Method of Emulsifying Acetal Sizing Compounds			Pending
U.S. (27295/376	Pat. No. 623) 6,593,414	Pressure Sensitive Adhesives			Jul. 19, 2021

SCHEDULE A-2 TO PATENT COLLATERAL AGREEMENT

PATENT LICENSES

PATENT REEL: 018385 FRAME: 0359

RECORDED: 10/13/2006