

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Foremost Farms USA, Cooperative	05/21/2010
RECEIVING PARTY DATA	
Name:	CoBank, ACB
Street Address:	5500 South Quebec Street
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6652899
Patent Number:	6575725
CORRESPONDENCE DATA	
Fax Number:	(612)766-1600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Susan Carlson
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NAME OF SUBMITTER:	Susan Carlson
Total Attachments: 4 source=Foremost Patent Security Agmt#page1.tif source=Foremost Patent Security Agmt#page2.tif source=Foremost Patent Security Agmt#page3.tif source=Foremost Patent Security Agmt#page4.tif	

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GRANT OF PATENT SECURITY INTEREST

WHEREAS, FOREMOST FARMS USA, COOPERATIVE, a cooperative association formed under the laws of the State of Wisconsin (the “**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, the Grantor has entered into a Credit Agreement of even date herewith among the Grantor, as borrower, the financial institutions named therein as lenders (in such capacity, the “**Lenders**”), and CoBank, ACB, a federally chartered banking organization, as administrative agent for such Lenders, pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor; and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Grantor, the other grantors named therein, and CoBank, ACB, as administrative agent for the Lender Parties as defined in the Credit Agreement (in such capacity, the “**Secured Party**”), the Grantor created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Secured Party pursuant to the Security Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Patent Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule 1 annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term “**proceeds**” includes whatever is receivable or received when the Patent

Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

This agreement, and the rights and obligations of the parties hereunder, shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of Colorado, without regard to conflicts of laws principles that would require application of another law.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ____ day of May, 2010.

FOREMOST FARMS USA, COOPERATIVE

By: David E. Fuhrmann

Name: David E. Fuhrmann

Title: President and Chief Executive Officer

[Signature Page to Grant of Patent Security Interest]

**SCHEDULE 1
TO
GRANT OF PATENT SECURITY INTEREST**

Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor(s)</u>
6652899	11/25/2003	"Direct shredding process"	Foremost Farms USA, Cooperative
6575725	6/10/2003	"Direct shredding process and apparatus"	Foremost Farms USA, Cooperative