# 502920802 08/04/2014

# PATENT ASSIGNMENT COVER SHEET

NEW ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:

EPAS ID: PAT2967401

NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST		
CONVEYING PARTY D	ATA			
		Name		Execution Date
BANK OF MONTREAL,	AS ADMINIS	TRATIVE AGENT		08/01/2014
<b>RECEIVING PARTY DA</b>	TA			
Name:	PENFORD PRODUCTS CO.			
Street Address:	7094 SOUTH REVERE PARKWAY			
City:	CENTENNIAL			
State/Country:	COLORADO			
Postal Code:	80112			
	1			
PROPERTY NUMBERS	Total: 11			
Property Type		Number		
Patent Number:		6530		
Patent Number: 5003		3022		
Patent Number: 5130		0395		
Patent Number: 5130		)394		
Patent Number: 5416		5181		
Patent Number: 5525		5414		
Patent Number: 5527		7544		
Patent Number: 556		5509		
Patent Number: 5667		7885		
Patent Number: 5707		720		
Application Number:	6083	34312		
	I		J	
CORRESPONDENCE D	ΑΤΑ			
		)553-2602		
		e-mail address first; if that hat is unsuccessful, it will l		
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		narl@gtlaw.com		
Correspondent Name: LASH		HANA C. JIMMAR, PARALEGAL		
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ATTORNEY DOCKET NUMBER:	123235.014200		
NAME OF SUBMITTER:	LASHANA C. JIMMAR		
SIGNATURE:	/LaShana C. Jimmar/		
DATE SIGNED:	08/04/2014		
Total Attachments: 4 source=BMO Release and Reassignment of Patents - Reel 022980 Frame 0977 Penford Products CO#page1.tif			

source=BMO Release and Reassignment of Patents - Reel 022980 Frame 0977 Penford Products CO#page1.tif source=BMO Release and Reassignment of Patents - Reel 022980 Frame 0977 Penford Products CO#page2.tif source=BMO Release and Reassignment of Patents - Reel 022980 Frame 0977 Penford Products CO#page3.tif source=BMO Release and Reassignment of Patents - Reel 022980 Frame 0977 Penford Products CO#page4.tif

#### **RELEASE AND REASSIGNMENT OF PATENTS**

THIS RELEASE AND REASSIGNMENT OF PATENTS dated August <u>1</u>, 2014 by Bank of Montreal, acting as administrative agent as hereinafter described;

#### WITNESSETH:

WHEREAS, Bank of Montreal, acting as administrative agent hereunder for the Security Creditors as defined in the Security Agreement referred to below (the "Secured Party"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603 and 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 (the "Debtor") are parties to a certain Patent Collateral Agreement dated June 30, 2009 which was recorded in the United States Patent and Trademark Office on July 22, 2009, at Reel 022980, Frame 0977, pursuant to which the Debtor granted a security interest in and collateral assignment of, among other property, those certain patents, and patent applications listed on Schedule A attached hereto and certain other property (collectively, the "Patents"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interests in the Patents and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

(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.

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> PATENT REEL: 033470 FRAME: 0811

IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment of Patents to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Administrative Agent

Manuel Dige Name Manuel Dige Title Director By\_\_

#### SCHEDULE A-1 TO RELEASE OF PATENT COLLATERAL AGREEMENT

## U.S. PATENT NUMBERS AND PENDING U.S. PATENT APPLICATION NUMBERS

COUNTRY	PATENT/APPL, NO.	TITLE
United States	4786530	Finishing size composition and method for making and using same
United States	5003022	Starch graft polymers
United States	5130395	Salt stable starch graft polymers
United States	5130394	Starch graft polymers
United States	5416181	Reinforced films made from water soluble polymers
United States	5525414	Method and materials for coating synthetic textile compositions
United States	5527544	Reinforced films made from water soluble polymers
United States	5565509	Reinforced films made from water soluble polymers
United States	5667885	Reinforced films made from water soluble polymers
United States	5707720	Methods and materials for coating textile compositions
United States	60/834,312	High amylose dog chew formulation

#### SCHEDULE A-2 TO RELEASE OF PATENT COLLATERAL AGREEMENT

### PATENT LICENSES

None.

RECORDED: 08/04/2014