



Tab settings

To the Honorable Commissioner of

101895009

Attached original documents or copy thereof.

Handwritten marks on the left margin.

1. Name of conveying party(ies):

Land O'Lakes Farmland Feed LLC 1275 Red Fox Road Arden Hills, MN 55112

Handwritten date: 11/7/01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Collateral Security Agreement

Execution Date: November 6, 2001

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as as Collateral Agent

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa Internal Address: Federal Research Corp.

Street Address: 400 Seventh Street, NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

Handwritten number: 28

7. Total fee (37 CFR 3.41):

Handwritten amount: \$ 715.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

11/09/2001 TBIAZI 00000018 2045709 01 FC:481 40.00 DP 02 FC:482 675.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Oghale Jituboh Name of Person Signing

Handwritten signature: Oghale Jituboh Signature

11-07-01 Date

Total number of pages including cover sheet, attachments, and document:

TRADEMARK/TRADE NAMES OWNED BY LAND O'LAKES
FARMLAND FEED LLC.

U.S. Trademark Registrations Con't

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
LITTER MAX	03/18/97	<u>2,045,709</u>
KETO-AID	05/12/98	2,156,911
PUPPY'S CHOICE	06/23/98	2,168,459
HERD MAKER	04/20/99	2,240,992
CARBO-KICK	11/16/99	2,292,840

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
PROBLEND	07/10/97	75/322,390

TRADEMARK/TRADE NAMES OWNED BY LAND O'LAKES
FARMLAND FEED LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
PRIDE OF THE ARENA	02/29/72	930,129
FIELD RATION	11/07/72	946,875
COPHOS	06/03/75	1,012,621
COPASS	06/08/92	1,197,342
CALCU-RATION	03/08/83	1,229,628
PASTURE GAINER	04/12/83	1,234,236
FORMULATOR	06/18/85	1,343,095
MAG-O-LASS	01/27/87	1,426,761
COGEST	09/22/87	1,458,614
BUFF-A-RUM	10/18/88	1,508,891
WHITE LINE	01/03/89	1,519,088
GOLDEN TRIANGLE	04/04/89	1,532,617
RIGHT	08/22/89	1,553,141
SPECIAL DOG	12/18/90	1,628,530
COMIX	04/21/92	1,683,927
ENVIROLEAN	07/21/92	1,702,027
MEDALIST	09/29/92	1,720,568
FORTITEC	01/09/93	1,747,329
OPTITECH	09/19/95	1,920,054
EAT 'EM UP	10/03/95	1,923,962
HERITAGE	10/10/95	1,925,739
MAX-AMINO	11/07/95	1,932,848

**COLLATERAL SECURITY AGREEMENT
(TRADEMARKS)**

WHEREAS, Land O'Lakes Farmland Feed LLC ("Farmland Feed") has adopted, used and is using the trademarks and service marks listed on the Annexed Schedule, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks").

WHEREAS, Farmland Feed has entered into a Guarantee and Collateral Agreement dated October 11, 2001 (the "Collateral Agreement") in favor of The Chase Manhattan Bank, as Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, the Borrower has pledged to the Collateral Agent and granted to the Collateral Agent a continuing security interest in all right, title and interest of Farmland Feed in, to and under the Trademarks together with the applications and registrations thereof, including, without limitation, any and all causes of action to which may exist by reason of infringement thereof, to secure the payment, performance and observance of the obligations as defined in the Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged Farmland Feed hereby grants to the Collateral Agent a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the obligations.

Farmland Feed hereby further acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Farmland Feed has caused this Collateral Security Agreement to be duly executed by its officer thereunto duly authorized as of 6th day of November, 2001.

LAND O'LAKES FARMLAND FEED LLC

By: [Signature]
Printed Name: John T. Rebane

Title: Secretary

STATE OF MINNESOTA)

COUNTY OF Ramsey)

Subscribed and sworn to before me, a Notary Public, this 6th day of November, 2001

Cynthia A. Olsen
Notary Public

