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'O:KATHLEEN A. KLEIMAN COMPANY:115 3RD STREET S.E., SUITE 1200

TRADEMARK ASSIGNMENT					
Electronic Version v1.1 02/24/2009 Stylesheet Version v1.1 900127775					
SUBMISSION TYPE:		IEW ASSIGNMENT			
NATURE OF CONVEYANCE: R		RELEASE BY SECURED PARTY			
CONVEYING PARTY DATA					
Name		Formerly	Execution Date	Entity Type	
Harris N.A.			02/19/2009	national banking association, as administrative agent:	
RECEIVING PARTY DATA					
Name: Penford Co	Penford Corporation				
	7094 South Revere Parkway				
City: Centennial	Centennial				
	COLORADO				
Postal Code: 80112					
Entity Type: CORPORA	nuly Type: CORPORATION: Washington				
PROPERTY NUMBERS Total: 1					
Property Type Number		Word Mark CANTAB			
Registration Number: 0903576		CANTAB			
CORRESPONDENCE DATA					
Fax Number: (319)366-1917					
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
Phone: 319-366-7641					
Email: kkleiman@simmonsperrine.com Correspondent Name: Kathleen A. Kleiman					
Correspondent Name: Kathleen A. Klelman Address Line 1: 115 3rd Street S.E., Suite 1200					
Address Line 4: Cedar Rapids, IOWA 52401					
NAME OF SUBMITTER:	Kathleen A. Klehman				
Signature:		/Kathleen A. Kleiman/			
Dale:	02/24/2009				
Total Attachments: 4					

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O:KATHLEEN A. KLEIMAN COMPANY: 115 3RD STREET S.E., SUITE 1200

PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARK

THIS PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARK dated February 19, 2009 by Harris N.A., a national banking association, as administrative agent as hereinafter described (in such capacity, the "Secured Party");

WITNESSETH:

WHEREAS, Harris N.A. with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, individually and as administrative agent for itself and certain other secured creditors, and Penford Corporation, a Washington corporation, with its mailing address at 7094 South Revere Parkway, Centennial, Colorado 80112 (the "Debtor") are parties to a certain Trademark Collateral Agreement dated October 7, 2003 which was recorded in the United States Patent and Trademark Office on November 17, 2003 at Reel 002864, Frame 0861 (the "Trademark Agreement"), pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks, trademark registrations, and trademark applications listed on Schedule A-1 attached thereto and the trademark licenses listed on Schedule A-2 attached thereto and the trademark licenses listed on Schedule A-2 attached thereto and certain other property (collectively, the "Trademarks"), among other things, as security for the Debtor's Secured Obligations (as defined in the Trademark Agreement); and

WHEREAS, the Debtor intends to sell a certain trademark and has requested that the Secured Party release its security interest in the trademark "Cantab" under registration number 0903576 registered on December 1, 1970 (the "Cantab Trademark") 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 the Cantab Trademark, the right to sue for past, present or future infringement thereof, and the goodwill of the business associated with such trademark.

It is expressly understood and agreed that this Partial Release and Reassignment of Trademark is in no way to operate to discharge the lien of any other trademark, trademark registration, trademark application, or trademark license set forth in the Trademark Agreement, or any supplements or amendments thereto, but it is only to release the trademark particularly described herein and none other; and that the remaining or unreleased trademarks, trademark registrations, trademark applications, and trademark licenses described in the Trademark Agreement, or in any supplements or amendments thereto, shall remain as security for the payment and performance of the Secured Obligations.

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O: KATHLEEN A. KLEIMAN COMPANY: 115 3RD STREET S.E., SUITE 1200

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

HARRIS N.A., as Administrative Agent

Name: Betzaida Erdelyi

Title: Director

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O: KATHLEEN A. KLEIMAN COMPANY: 115 3RD STREET S.E., SUITE 1200

PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARK

THIS PARTIAL RELHASE AND REASSIGNMENT OF TRADEMARK deted February 19, 2009 by Harris N.A., a national banking association, as administrative agent as hereinafter described (in such capacity, the "Secured Party");

Witnesseth:

Wherbas, Harris N.A. with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, individually and as administrative agent for itself and certain other secured creditors, and Penford Corporation, a Washington corporation, with its mailing address at 7094 South Revere Parkway, Centennial, Colorado 80112 (the "Debtor") are parties to a certain Trademark Collateral Agreement dated October 5, 2006 which was recorded in the United States Patent and Trademark Office on October 13, 2006 at Reel 003408, Frame 0348 (the "Trademark Agreement"), pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks, trademark registrations, and trademark applications listed on Schedule A-1 attached thereto and the trademark licenses listed on Schedule A-2 attached thereto and certain other property (collectively, the "Trademarks"), among other things, as security for the Debtor's Secured Obligations (as defined in the Trademark Agreement); and

WHEREAS, the Debtor intends to sell a certain trademark and has requested that the Secured Party release its security interest in the trademark "Cantab" under registration number 0903576 registered on December 1, 1970 (the "Cantab Trademark") 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, reconse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to the Cantab Trademark, the right to sue for past, present or future infringement thereof, and the goodwill of the business associated with such trademark.

It is expressly understood and agreed that this Partial Release and Reassignment of Trademark is in no way to operate to discharge the lien of any other trademark, trademark registration, trademark application, or trademark license set forth in the Trademark Agreement, or any supplements or amendments thereto, but it is only to release the trademark particularly described herein and none other; and that the remaining or unreleased trademarks, trademark registrations, trademark applications, and trademark licenses described in the Trademark Agreement, or in any supplements or amendments thereto, shall remain as security for the payment and performance of the Secured Obligations.

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O: KATHLEEN A. KLEIMAN COMPANY: 115 3RD STREET S.E., SUITE 1200

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

HARRIS N.A., as Administrative Agent

By <u>Glacida Eidelel</u> Name: Betzaida Erdelyi

Tifle: Director .

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



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FEBRUARY 24, 2009

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KATHLEEN A. KLEIMAN 115 3RD STREET S.E., SUITE 1200 CEDAR RAPIDS, IA 52401

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900127775

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

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YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

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- 2. THE SUBMITTED ASSIGNMENT COVER SHEET IS NOT ACCEPTABLE. THE CITZENSHIP OF THE RECEIVING PARTY MUST BE INDICATED ON THE COVER SHEET. AS OF JANUARY 16, 2009, TRADEMARK RULE 37 C.F.R. \$3.31(A) WAS AMENDED TO ADD THE REQUIREMENT THAT THE ASSIGNMENT COVER SHEETMUST INCLUDE THE LEGAL ENTITY TYPE AND NATIONAL CITIZENSHIP (OR STATE OR COUNTRYOF ORGANIZATION) OF EACH PARTY RECEIVINGTHE ASSIGNMENT INTEREST. AND, IF THE PARTY RECEIVING THE ASSIGNMENT INTEREST IS A DOMESTIC PARTNERSHIP OR DOMESTIC JOINT VENTURE, THECOVER SHEET MUST STATE THE NAMES, LEGAL ENTITY TYPES, AND NATIONAL CITIZENSHIP (OR THE STATE OR COUNTRY OF ORGANIZATION) OF ALL GENERAL PARTNERSOR ACTIVE MEMBERS THAT COMPOSE THE PARTNERSHIP OR JOINT VENTURE. 37 C.F.R. \$3.31(A)(8).

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MARY BENTON, EXAMINER ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

RECORDED: 02/24/2009