

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Round-up Association		11/13/2009	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1280965		
Registration Number:	1286511	PENDLETON ROUND-UP	
Registration Number:	1306426	LET 'ER BUCK	
Registration Number:	2093320		
Registration Number:	2161540	PENDLETON ROUND-UP	
Registration Number:	2185384	LET 'ER BUCK	
Registration Number:	2805584	LET 'ER BUCK	
Registration Number:	3197188		
Registration Number:	3540978		
Registration Number:	3496628	LET 'ER BUCK	
Registration Number:	3615393		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)224-0155		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

**CH \$290.00 1280965**

Phone: 503-205-2539  
Email: trademark@millermash.com  
Correspondent Name: Alix C. Rosenbaum  
Address Line 1: 111 S.W. Fifth Avenue  
Address Line 2: Suite 3400  
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER: 080110-0663

NAME OF SUBMITTER: Alix C. Rosenbaum

Signature: /Alix C. Rosenbaum/

Date: 11/20/2009

**Total Attachments: 11**

source=THE ROUNDUP ASSOCIATION Trademark Security Assignment#page1.tif  
source=THE ROUNDUP ASSOCIATION Trademark Security Assignment#page2.tif  
source=THE ROUNDUP ASSOCIATION Trademark Security Assignment#page3.tif  
source=THE ROUNDUP ASSOCIATION Trademark Security Assignment#page4.tif  
source=THE ROUNDUP ASSOCIATION Trademark Security Assignment#page5.tif  
source=THE ROUNDUP ASSOCIATION Trademark Security Assignment#page6.tif  
source=THE ROUNDUP ASSOCIATION Trademark Security Assignment#page7.tif  
source=THE ROUNDUP ASSOCIATION Trademark Security Assignment#page8.tif  
source=THE ROUNDUP ASSOCIATION Trademark Security Assignment#page9.tif  
source=THE ROUNDUP ASSOCIATION Trademark Security Assignment#page10.tif  
source=THE ROUNDUP ASSOCIATION Trademark Security Assignment#page11.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2009, between THE ROUND-UP ASSOCIATION, an Oregon corporation (the "Guarantor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Lender").

The Guarantor and the Lender hereby agree as follows:

1. **Definitions; Interpretation.**

1.1 Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

1.2 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Borrower" means Pendleton Round-Up Foundation, an Oregon nonprofit corporation.

"Collateral" has the meaning set forth in Section 2.1.

"Commercial Tort Claims" shall have the meaning provided in the UCC, except it shall refer only to such claims in an amount in excess of \$5,000 that have been asserted in judicial proceedings.

"Credit Agreement" means that certain Construction Loan Agreement, dated as of the date hereof, between Borrower, as borrower; Guarantor, as guarantor; and Lender, as lender.

"Deposit Account" means the Deposit Account described in Section 2.3 hereof.

"Obligations" means all of Guarantor's obligations under that certain Guaranty of even date herewith, guaranteeing the payment of the Promissory Note made by Borrower to Lender in the amount of \$6,000,000, and all other obligations of Guarantor or Borrower under the Loan Documents, including the obligation of Borrower to pay the Note and all obligations of Borrower under the Swap Contract.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Oregon.

1.3 Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

1.4 Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer or other disposition of any Collateral by Guarantor; (ii) "includes" and "including" are

not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## 2. Security Interest.

2.1 Grant of Security Interest. As security for the payment and performance of the Obligations, Guarantor hereby grants to Lender a security interest in, and a mortgage upon, all of Guarantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Guarantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks, and trade names (including such marks, names, and applications as described in Schedule A), all licenses relating to any of the foregoing, including without limitation all of Guarantor's rights under that certain The Pendleton Round-Up Association First Amended and Restated License Agreement, between Guarantor and Hood River Distillers, Inc., an Oregon corporation ("HRD"), dated April 1, 2009 (the "HRD Licensing Agreement"), and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present, or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto, and all reissues, extensions, and renewals thereof;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by Guarantor connected with and symbolized by any of the aforementioned properties and assets;

(c) all general intangibles and all intellectual or other intangible property of Guarantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;

(d) the Deposit Account described in Section 2.3 below and all monies therein;  
and

(e) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

2.2 Continuing Security Interest. Guarantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

2.3 Deposit Account. Guarantor shall deposit all proceeds of the HRD Licensing Agreement into a Deposit Account at Lender's Pendleton branch. The Deposit Account shall be in Guarantor's name but shall be under the control of Lender and shall be subject to the terms of Section 8.17 of the Credit Agreement.

3. Supplement to Credit Agreement.

This Agreement has been entered into in conjunction with the security interests granted to the Lender under the Credit Agreement or other security documents referred to therein. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in, the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Title; Compliance with Law.

Guarantor represents and warrants to the Lender that a true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Guarantor, which are subject to the HRD Licensing Agreement, in whole or in part, is set forth in Schedule A. Guarantor further represents and warrants to Lender as follows: (a) Guarantor is the owner of the Collateral, free from any right or claim of any person or any adverse lien, security interest, or other encumbrance, except for the security interest created by this Agreement. Guarantor further covenants with Lender as follows: Guarantor shall not pledge, mortgage, or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien, or other encumbrance in the Collateral in favor of any person or become bound (as provided in Section 9-203(d) of the Uniform Commercial Code of the State or any other relevant jurisdiction or otherwise) by a security agreement in favor of any person as secured party, other than Lender. Guarantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, and Guarantor will continue to operate its business in compliance with all laws.

5. Further Acts.

On a continuing basis, Guarantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Guarantor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender's interest in the Collateral with the PTO, at the expense of

Guarantor. In addition, Guarantor authorizes the Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Lender. If the Guarantor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, the Guarantor shall immediately notify the Lender in a writing signed by Guarantor of the brief details thereof and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Lender.

6. **Authorization to Supplement.**

If Guarantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Guarantor shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Guarantor's obligations under this Section 6, Guarantor authorizes the Lender to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Lender's continuing security interest in all the Collateral, whether or not listed on Schedule A.

7. **Collateral Protection Expenses; Preservation of Collateral.**

7.1 **Expenses Incurred by Lender.** In Lender's discretion after an Event of Default has occurred and is continuing, Lender may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, and pay any necessary filing fees, in each case to the extent that Guarantor fails to do so. Guarantor agrees to reimburse Lender on demand for all expenditures so made. Lender shall have no obligation to Guarantor to make any such expenditures, nor shall the making thereof be construed as a waiver or cure of any Event of Default.

7.2 **Limitations on Secured Party's Obligations and Duties.** Anything herein to the contrary notwithstanding, Guarantor shall remain obligated and liable under each contract or agreement that constitutes the Collateral. Lender shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by Lender of any payment relating to any of the Collateral, nor shall Lender be obligated in any manner to perform any of the obligations of Guarantor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by Lender in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to Lender or to which Lender may be entitled at any time or times.

8. **Deposit Account.** Whether or not any Obligations are due, Lender may after an Event of Default has occurred and is continuing demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral. After an Event of Default has occurred and is continuing, regardless of the adequacy of Collateral or any other security for the Obligations, any deposits or other sums at any time credited by or due from Lender to Guarantor, including all sums held in the Deposit Account, may at any time be applied to or set off against any of the Obligations.

9. **Notification to Account Debtors and Other Persons Obligated on Collateral.**

After an Event of Default has occurred and is continuing, Guarantor shall, at the request and option of Lender, notify HRD, account debtors, and other persons obligated on any of the Collateral of the security interest of Lender in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to Lender or to any financial institution designated by Lender as Lender's agent therefor, and Lender may itself, after an Event of Default has occurred and is continuing, without notice to or demand upon Guarantor, so notify HRD, account debtors, and other persons obligated on the Collateral. After the making of such a request or the giving of any such notification, Guarantor shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by Guarantor as trustee for Lender without commingling the same with other funds of Guarantor and shall turn the same over to Lender in the identical form received, together with any necessary endorsements or assignments. Lender shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by Lender to the Obligations, such proceeds to be immediately credited after final payment in cash or other immediately available and irrevocable funds of the items giving rise to them.

10. **Power of Attorney.**

10.1 **Appointment and Powers of Secured Party.** Guarantor hereby irrevocably appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full power and authority in the place of Guarantor or in Lender's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of Guarantor, without notice to or assent by Guarantor, to do the following, after an Event of Default has occurred and is continuing: generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State or any other relevant jurisdiction and as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do at Guarantor's expense, at any time, or from time to time, all acts and things which Lender deems necessary or advisable to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Guarantor might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) upon written notice to Guarantor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if Lender so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities, and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral.

10.2 **Ratification by Guarantor.** To the extent permitted by law, Guarantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

10.3 No Duty on Secured Party. The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Guarantor for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

11. Remedies.

After an Event of Default has occurred and is continuing, Lender shall, without any other notice to or demand upon Guarantor, thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State or any other relevant jurisdiction and any additional rights and remedies as may be provided by applicable law. Lender shall give to Guarantor at least ten days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Guarantor hereby acknowledges that ten Business Days prior written notice of such sale or sales shall be reasonable notice. In addition, Guarantor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of Lender's rights and remedies hereunder, including, without limitation, Lender's right after an Event of Default has occurred and is continuing to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

12. Standards for Exercising Remedies.

To the extent that applicable law imposes duties on Lender to exercise remedies in a commercially reasonable manner, Guarantor acknowledges and agrees that it is not commercially unreasonable for Lender (a) to fail to incur expenses reasonably deemed significant by Lender to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as Guarantor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure Lender against risks of loss, collection or disposition of Collateral or to provide to Lender a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by Lender, to obtain the services of



brokers, investment bankers, consultants and other professionals to assist Lender in the collection or disposition of any of the Collateral. Guarantor acknowledges that the purpose of this Section 12 is to provide nonexhaustive indications of what actions or omissions by Lender would not be commercially unreasonable in Lender's exercise of remedies against the Collateral and that other actions or omissions by Lender shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 12. Without limitation upon the foregoing, nothing contained in this Section 12 shall be construed to grant any rights to Guarantor or to impose any duties on Lender that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 12.

13. **No Waiver by Secured Party, Etc.**

Lender shall not be deemed to have waived any of its rights upon or under the Obligations or the Collateral unless such waiver shall be in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of Lender with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as Lender deems expedient.

14. **Suretyship Waivers by Guarantor.**

Guarantor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, Guarantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Lender may deem advisable. Lender shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto. Guarantor further waives any and all other suretyship defenses.

15. **Marshaling.**

Lender shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, Guarantor hereby agrees that it will not invoke any law relating to the marshaling of collateral under this Agreement or under any other instrument, and, to the extent that it lawfully may, Guarantor hereby irrevocably waives the benefits of all such laws.

16. **Proceeds of Dispositions; Expenses.**

Guarantor shall pay to Lender on demand amounts equal to any and all expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred or paid by Lender in protecting, preserving or enforcing Lender's rights under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as Lender may determine or in such order or preference as is provided in the Credit Agreement, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Section 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to Guarantor, and Guarantor shall remain liable for any deficiency in the payment of the Obligations.

17. **Waiver of Jury Trial.**

GUARANTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, Guarantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Guarantor (i) certifies that neither Lender nor any representative, agent or attorney of Lender has represented, expressly or otherwise, that Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which Lender is a party, Lender is relying upon, among other things, the waivers and certifications contained in this Section 17.

18. **Miscellaneous.**

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon Guarantor and its respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Guarantor acknowledges receipt of a copy of this Agreement.

19. **Binding Effect.**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Guarantor, the Lender and their respective successors and assigns. Guarantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

20. **Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the law of the State of Oregon, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Oregon.

21. **Entire Agreement; Amendment.**

This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, the Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Credit Agreement, the terms and provisions of the Credit Agreement shall control.

22. **Counterparts.**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

23. **Termination.**

Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Lender (at the Guarantor's expense) shall promptly execute and deliver to Guarantor such documents and instruments reasonably requested by Guarantor as shall be necessary to evidence termination of all such security interests given by Guarantor to the Lender hereunder, including cancellation of this Agreement by written notice from the Lender to the PTO.

24. **No Inconsistent Requirements.**

Guarantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Guarantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

25. **Severability.**

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.


26. **Notices.**

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.


**GUARANTOR:**

**THE ROUND-UP ASSOCIATION,**  
an Oregon corporation

By:   
Title: President

**LENDER:**

**U.S. BANK NATIONAL ASSOCIATION,**  
a national banking association

By:   
Title: Vice President

**SCHEDULE A**  
**to the Trademark Security Agreement**

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
U.S. Trademark No. 1,280,965	06/06/84	Bucking horse logo (design mark)
U.S. Trademark No. 1,286,511	07/17/84	PENDLETON ROUND-UP (word mark)
U.S. Trademark No. 1,306,426	11/20/84	LET 'ER BUCK (word mark)
U.S. Trademark No. 2,093,320	09/02/97	Bucking horse logo (design mark)
U.S. Trademark No. 2,161,540	06/02/98	PENDLETON ROUND-UP (word mark)
U.S. Trademark No. 2,185,384	09/01/98	LET 'ER BUCK (word mark)
U.S. Trademark No. 2,805,584	01/13/04	LET 'ER BUCK (word mark)
U.S. Trademark No. 3,197,188	01/09/07	Bucking horse logo (design mark)
U.S. Trademark No. 3,540,978	04/16/07	Bucking horse logo (design mark)
U.S. Trademark No. 3,496,628	09/02/08	LET 'ER BUCK (word mark)
U.S. Trademark No. 3,615,393	09/23/08	Bucking horse logo (design mark)
Canada No. TMA726,276	10/16/08	Bucking horse logo (design mark)
Canada No. TMA736053	03/10/09	LET 'ER BUCK (word mark)

<u>Application No.</u>	<u>Mark</u>
Canada No. 1,439,019	Bucking horse logo (design mark)
Canada No. 1,439,020	Bucking horse logo (design mark)